

September 15, 2025 CITY COUNCIL MEETING AGENDA

THE STATE OF TEXAS §
COUNTY OF BRAZORIA §
CITY OF MANVEL §



KEITH BONNER, COUNCIL PLACE 1
 DAVID LANDS, COUNCIL PLACE 2
 HARRY OPLIGER, COUNCIL PLACE 3
 CARMYN ROBEY-ROBINSON, COUNCIL PLACE 4
 CRYSTAL SARMIENTO, COUNCIL PLACE 5
 GARRETT ROSSI KNOX, COUNCIL PLACE 6

DAN DAVIS, MAYOR
 DAN JOHNSON, CITY MANAGER
 TAMMY BELL, CITY SECRETARY



QR to Agenda Packet

**NOTICE OF A CITY COUNCIL MEETING
 OF THE CITY OF MANVEL
 September 15, 2025**

**NOTICE IS HEREBY GIVEN
 5:00 P.M. WORKSHOP – 6:00 P.M. REGULAR SESSION**

Taxpayer Impact Statement

This statement shows the estimated annual property tax bill for a median-valued homestead in Manvel (\$359,719), comparing the current tax rate, the no-new-revenue rate, and the proposed tax rate options.

Tax Rate Scenario	Tax Rate per \$100 Valuation	Estimated Annual Tax Bill	Difference from Current FY
Current FY 2024-25	\$0.560000	\$2,014.43	—
No-New-Revenue Rate	\$0.539339	\$1,940.10	-\$74.33
Proposed Rate – \$0.56	\$0.560000	\$2,014.43	No change
Proposed Rate – \$0.58	\$0.580000	\$2,086.37	+\$71.94



Proposed Budget

A physical copy is available at City Hall and online at <https://cityofmanvel.news/Proposed-FY-25-26-Budget>

QR to Budget

Pursuant to Chapter 551, Title 5 of the Texas Government Code, the Texas Open Meetings Act, notice is hereby given that the Manvel City Council will convene a regular meeting at the Manvel City Hall, located at **20031 Hwy 6, Manvel Tx 77578** for the purpose of discussing and if appropriate, take action with respect to the following items:

NOTE: The City Council of the City of Manvel reserves the right to discuss any items in Closed Session whenever authorized under the Texas Open Meetings Act, Chapter 551, of the Texas Government Code. The City Council may discuss the items on this agenda in any order.

This facility is wheelchair accessible, and accessible parking spaces are available. Requests for accommodation or interpreter services must be made 48 hours prior to the meeting. Please contact the City Secretary at 281-489-0630 x6 for further information.

CITY OF MANVEL MISSION STATEMENT

The City of Manvel is a safe and responsible community, embracing the values of our past, present, and future citizens.

Workshop Session

Discussion on any topic as listed on the current agenda.

Regular Session

Call To Order

Invocation

Inspirational Reading - Councilmember Opliger

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Pledge

Pledge of Allegiance and Texas Pledge: "Honor the Texas flag; I pledge allegiance to thee Texas, one state under God, one and indivisible.

Presentations

Proclamation

National Mexican Heritage Month -September 15, 2025 - October 15, 2025.

Public Hearing

TO HEAR INPUT ON THE 2025 TAX YEAR PROPOSED PROPERTY TAX RATE:

A tax rate of \$0.580000 per \$100 valuation has been proposed by the governing body of the City of Manvel.

PROPOSED TAX RATE \$0.580000 per \$100

NO-NEW-REVENUE TAX RATE \$0.539339 per \$100

VOTER-APPROVAL TAX RATE \$0.611867 per \$100

The proposed tax rate is not greater than the voter-approval tax rate. As a result, the City of Manvel is not required to hold an election at which voters may accept or reject the proposed tax rate.

Public Comments: "Comment Card" Required

o Members of the public with business before the board, NOT scheduled on the agenda as a public hearing (that have submitted a public comment card) may have three (3) minutes to address the board. o The board may not participate in any discussion and cannot vote on the subject you present unless it is listed on the agenda as an action item.

City Manager Update

Update on current events and city issues.

Consent Agenda

1. Acceptance of the meeting minutes to date.
2. Approve second and final reading of Resolution 2025-R-34;
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANVEL, TEXAS, APPROVING AS A PROJECT OF THE MANVEL ECONOMIC DEVELOPMENT CORPORATION CERTAIN PROJECT NUMBER 2025-02 – GREASE MONKEY LOCATED AT 20815 HIGHWAY 6, MANVEL TEXAS TO APPROVE AN EXPENDITURE OF UP TO \$20,000.00 FOR SITE IMPROVEMENTS FOR THE AUTO SHOP FACILITY IN A COMMERCIALY TARGETED AREA, WHICH WILL FURTHER ECONOMIC DEVELOPMENT, CREATE COMMERCIAL INVESTMENT, AND CREATE AND/OR RETAIN JOBS; CONTAINING FINDINGS AND OTHER PROVISIONS RELATING TO THE SUBJECT; PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.
3. Approve Resolution 2025-R-37;
RESOLUTION OF THE CITY OF MANVEL, TEXAS GIVING CONSENT TO THE SALE AND ISSUANCE OF BONDS BY BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 57 OF BRAZORIA COUNTY.
4. Approve the second and final reading of Ordinance 2025-O-23;
AMENDING THE ZONING CLASSIFICATION OF AN APPROXIMATE 13.08- ACRE TRACT DEVELOPED WITH A RETAIL BUILDING AND ASSOCIATED PARKING, DESCRIBED AS RESERVE "A" OF MANVEL TOWN CENTER PHASE ONE B, LOCATED AT 17315 HIGHWAY 6, MANVEL, TEXAS (PID: 713693), FROM PLANNED UNIT DEVELOPMENT DISTRICT / STATE HIGHWAY 6 OVERLAY DISTRICT (PUD/SH6) TO PLANNED UNIT DEVELOPMENT DISTRICT / STATE HIGHWAY 6 OVERLAY DISTRICT WITH SPECIFIC USE PERMIT (PUD/SH6-SUP); PROVIDING FOR THE GRANTING OF A SPECIFIC USE PERMIT WITH CONDITIONS TO AUTHORIZE THE USE OF A LEASE SPACE (SUITE 101) FOR NAICS USE 621111 "OFFICES OF

September 15, 2025 CITY COUNCIL MEETING AGENDA

PHYSICIANS (EXCEPT MENTAL HEALTH SPECIALISTS)". (Forwarded with favorable recommendation by PD&Z - vote 7-0)

5. Acceptance of infrastructure improvements for Lift Station No. 1 - Phase 1 to serve Valencia for Brazoria County Municipal District No. 83, Brazoria County, Texas, and begin the two-year maintenance period.
6. Acceptance of infrastructure improvements for Water Distribution, Wastewater Collection, Storm Water Facilities, and Paving to serve Meridiana Section Thirty-Two - C for Brazoria County Utility District No. 56, Brazoria County, Texas, and begin the two-year maintenance period.
7. Acceptance of infrastructure improvements for Water Distribution, Wastewater Collection, Storm Water Facilities, and Paving to serve Meridiana Section Four - B East for Brazoria County Utility District No. 57, Brazoria County, Texas, and begin the two-year maintenance period.

Items Removed from Consent Agenda

Regular Agenda

1. Consideration and possible action to approve on first reading, Ordinance 2025-O-28; AN ORDINANCE APPROVING AND ADOPTING THE CITY OF MANVEL, TEXAS, OPERATING, CAPITAL IMPROVEMENT PROGRAM, SOUTH MANVEL DEVELOPMENT AUTHORITY (SMDA) AND MEDC BUDGET FOR THE FISCAL YEAR 2026; AND MAKING APPROPRIATIONS FOR THE CITY FOR SUCH YEAR AS REFLECTED IN SAID BUDGET; ESTABLISHING THE PROCEDURE FOR INTRA-BUDGET TRANSFERS; APPROVING ALL PROGRAMS AND EXPENDITURES CONTAINED THEREIN; AUTHORIZING THE CITY MANAGER TO MAKE ANY BUDGETED EXPENDITURE WITHOUT FURTHER ACTION BY THE CITY COUNCIL; AND APPROVING THE REAUTHORIZATION OF MUNICIPAL BUILDING PERMIT FEES; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT.
2. Consideration and possible action to ratify the property tax increase reflected in the 2026 Fiscal Year Budget that was just adopted that raises more property taxes than the Fiscal Year 2025 budget.
3. Consideration and possible action to approve on first reading, Ordinance 2025-O-29; AN ORDINANCE PROVIDING FOR THE ASSESSMENT, LEVY, AND COLLECTION OF AD VALOREM TAXES FOR THE CITY OF MANVEL, TEXAS, FOR THE YEAR 2025, AND FOR EACH YEAR THEREAFTER UNTIL OTHERWISE PROVIDED; PROVIDING THE DATE ON WHICH SUCH TAXES SHALL BE DUE AND PAYABLE; PROVIDING FOR PENALTY AND INTEREST ON ALL TAXES NOT TIMELY PAID, AND REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH.
4. Consideration and possible action to approve Resolution 2025-R-35; A RESOLUTION OF THE CITY OF MANVEL NOMINATING CANDIDATE(S) FOR A POSITION ON THE BOARD OF DIRECTORS OF THE BRAZORIA COUNTY APPRAISAL DISTRICT. (Postponed on 9/2/2025)
5. Consideration and possible action to authorize the City Manager to execute the property lease renewal for the Manvel Library.
6. Acceptance of Water and Wastewater Impact Fee Semiannual Report as recommended by the Capital Improvement Advisory Committee.
7. Consideration and possible action to direct staff on Article IV Residential Parking Sec 59-84 Boats and Trailers.

September 15, 2025 CITY COUNCIL MEETING AGENDA

- 8. Consideration and possible action to approve the first of two readings of Ordinance No. 2024-O-28;

AN ORDINANCE OF THE CITY OF MANVEL, TEXAS, FINDING AND DETERMINING THAT PUBLIC CONVENIENCE AND NECESSITY NO LONGER REQUIRE THE CONTINUED EXISTENCE OF CITY RIGHT-OF-WAY, GENERALLY A 40-FOOT STRIP RUNNING FROM IOWA LANE (ON THE EAST) TO THE TOPEKA & SANTA FE RAILROAD CALLED 150 FOOT STRIP (ON THE WEST), CONSISTING OF:

(1) A 0.4503 ACRE (19,615 SQ. FT.) ACRE TRACT ALONG THE SOUTHERN BORDER OF REDEEMER CHURCH MANVEL PROPERTY, LOCATED AT 18218 S.H. 6, MANVEL, TX 77578; AND

(2) A 0.3829 ACRE (16,680 SQ. FT.) ACRE TRACT ALONG THE SOUTHERN BORDER OF MELDI HOSPITALITY, L.P. PROPERTY, SAID PROPERTY BEING 6.327 ACRES LOCATED AT THE SOUTHWEST CORNER OF S.H. 6 AND IOWA LANE, MANVEL, TEXAS; AND

(3) A 0.8888 ACRE (38,715 SQ. FT.) ACRE TRACT ALONG AND THROUGH THE INTERIOR OF SONMAR OF ALBUQUERQUE, LLC. PROPERTY, SAID PROPERTY BEING THE REMAINDER OF A CALLED 30.244 ACRES SONMAR INN OF LAS CRUCES, L.L.C., ET AL. B.C.C.F. NO. 2006018645; AND

VACATING, ABANDONING, AND CLOSING SAID PUBLIC RIGHT-OF-WAY; AUTHORIZING THE MAYOR TO EXECUTE AND THE CITY SECRETARY TO ATTEST, RESPECTIVELY, QUITCLAIM DEEDS CONVEYING RESPECTIVE INTERESTS IN SAID ABANDONED RIGHT-OF-WAY TO THE ABUTTING PROPERTY OWNER(S); PROVIDING FOR SEVERABILITY; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT.

(Forwarded with 7/0 favorable recommendation by PD&Z on July 22, 2024.)

(Postponed by City Council on 8/5/2024)

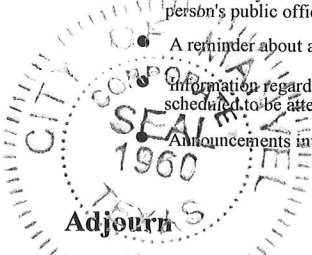
Mayor and Council Comments

Update on current events and city issues.

Additionally, pursuant to Texas Government Code § 551.0415, City Council Members and city staff may make a report about items of community interest during a meeting of the governing body without having given notice of the report.

Items of community interest include:

- Expressions of thanks, congratulations, or condolence;
- Information regarding holiday schedules;
- An honorary or salutary recognition of a public official, public employee, or other citizen, except that a discussion regarding a change in the status of a person's public office or public employment is not an honorary or salutary recognition for purposes of this subdivision;
- A reminder about an upcoming event organized or sponsored by the governing body;
- Information regarding a social, ceremonial, or community event organized or sponsored by an entity other than the governing body that was attended or is scheduled to be attended by a member of the governing body or an official or employee of the municipality; and
- Announcements involving an imminent threat to the public health and safety of people in the municipality that has arisen after the posting of the agenda.



Adjourn

CERTIFICATION

I, Tammy Bell, City Secretary for the City of Manvel, do hereby certify that the foregoing Agenda of the Manvel City Council is true and correct and that I posted such notice on the bulletin board at the Manvel City Hall; a place convenient and readily accessible to the public on September 9, 2025 in accordance with the Texas Open Meetings Act (Tex. Gov't. Code §551.001 et.seq). Said notice remained posted for at least 3 business days preceding the scheduled day of the meeting.

TAMMY BELL, CITY SECRETARY
CITY OF MANVEL, TEXAS

NOTICE OF PUBLIC HEARING ON TAX INCREASE

A tax rate of \$0.580000 per \$100 valuation has been proposed by the governing body of CITY OF MANVEL.

PROPOSED TAX RATE	\$0.580000 per \$100
NO-NEW-REVENUE TAX RATE	\$0.539339 per \$100
VOTER-APPROVAL TAX RATE	\$0.611867 per \$100

The no-new-revenue tax rate is the tax rate for the 2025 tax year that will raise the same amount of property tax revenue for CITY OF MANVEL from the same properties in both the 2024 tax year and the 2025 tax year.

The voter-approval rate is the highest tax rate that CITY OF MANVEL may adopt without holding an election to seek voter approval of the rate.

The proposed tax rate is greater than the no-new-revenue tax rate. This means that CITY OF MANVEL is proposing to increase property taxes for the 2025 tax year.

A PUBLIC HEARING ON THE PROPOSED TAX RATE WILL BE HELD ON September 15, 2025 AT 6:00PM AT Manvel City Hall, 20031 Hwy 6, Manvel, Texas 77578.

The proposed tax rate is not greater than the voter-approval tax rate. As a result, CITY OF MANVEL is not required to hold an election at which voters may accept or reject the proposed tax rate. However, you may express your support for or opposition to the proposed tax rate by contacting the members of the Governing Body of CITY OF MANVEL at their offices or by attending the public hearing mentioned above.

YOUR TAXES OWED UNDER ANY OF THE RATES MENTIONED ABOVE CAN BE CALCULATED AS FOLLOWS:

$$\text{Property tax amount} = (\text{tax rate}) \times (\text{taxable value of your property}) / 100$$

FOR the proposal: Council Member Keith Bonner Council Member David Lands
Council Member Harry Opliger Council Member Carmyn Robey-
Robinson
Council Member Crystal Sarmiento

AGAINST the proposal: Mayor Dan Davis Council Member Garrett Rossi-Knox

PRESENT and not voting: None

ABSENT: None

Visit [Texas.gov/PropertyTaxes](https://www.texas.gov/PropertyTaxes) to find a link to your local property tax database on which you can easily access information regarding your property taxes, including information about proposed tax rates and scheduled public hearings of each entity that taxes your property.

The 86th Texas Legislature modified the manner in which the voter-approval tax rate is calculated to limit the rate of growth of property taxes in the state.

The following table compares the taxes imposed on the average residence homestead by CITY OF MANVEL last year to the taxes proposed to be imposed on the average residence homestead by CITY OF

MANVEL this year.

	2024	2025	Change
Total tax rate (per \$100 of value)	\$0.560000	\$0.580000	increase of 0.020000 per \$100, or 3.57%
Average homestead taxable value	\$349,830	\$360,995	increase of 3.19%
Tax on average homestead	\$1,959.05	\$2,093.77	increase of 134.72, or 6.88%
Total tax levy on all properties	\$9,881,017	\$11,429,770	increase of 1,548,753, or 15.67%

For assistance with tax calculations, please contact the tax assessor for CITY OF MANVEL at 979-864-1320 or taxoffice@brazoriacountytx.gov, or visit <https://www.brazoriacountytx.gov/departments/tax-office> for more information.



THE STATE OF TEXAS §
COUNTY OF BRAZORIA §
CITY OF MANVEL §

KEITH BONNER, COUNCIL PLACE 1
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HARRY OPLIGER, COUNCIL PLACE 3
CARMYN ROBEY-ROBINSON, COUNCIL PLACE 4
CRYSTAL SARMIENTO, COUNCIL PLACE 5
GARRETT ROSSI KNOX, COUNCIL PLACE 6

DAN DAVIS, MAYOR
DAN JOHNSON, CITY MANAGER
TAMMY BELL, CITY SECRETARY

MISSION STATEMENT:

“The City of Manvel is a safe and responsible community, embracing the values of our past, present, and future citizens.”

MINUTES 9/2/2025

Workshop Session

Mayor Davis called the workshop of the Manvel City Council to order at 5:00 p.m.

Those in attendance were:

- Present:** Mayor Dan Davis
- City Councilmember Place 1 Keith Bonner
- City Councilmember Place 2 David Lands
- City Councilmember Place 3 Harry Opliger
- City Councilmember Place 4 Carmyn Robey-Robinson
- City Councilmember Place 5 Crystal Sarmiento (Arrived at 5:49 p.m.)
- City Councilmember Place 6 Garrett Knox

Absent: None

- Also Present:** Dan Johnson, City Manager
- Robert Gervais, City Attorney
- Tammy Bell, City Secretary
- Keith Traylor, Chief of Police
- Jose Abraham, Director of Development Services
- Rosa Donaire, Director of Finance
- Robbie Hall, Director of Public Works
- Chad Dumont, Director of Personnel

Discussion on the FY 2025-2026 FY Budget.

Council favored funding supplementals via a \$2M one-time fund balance transfer (no tax rate increase), with 12 new positions (7 Public Safety, incl. 4 jailers + supervisor; 3 Public Works; 2 Dev. Services).

CO bond covers eligible streets/drainage items; Utility Fund covers utility items.

\$2M transfer leaves ~\$6.5M fund balance (~4-4.5 months ops). Noted slight drop in interest earnings next year.

General openness to revisit up to +\$1M mid-year (post-hurricane season) for TMRS USC and Heritage Park once costs are firm.

Interest in reviewing the 50% reserve policy after budget adoption.

Directives

Prepare final budget on the \$2M transfer scenario and adjust interest revenue down accordingly. Schedule a Nov–Dec mid-year check to consider an additional \$1M transfer for TMRS USC and Heritage Park.

Bring back a proposal to update/modernize the fund balance policy post-adoption.

Sept 15 budget adoption.

Discussion on any topic as listed on the current agenda.

Del Bello Lakes Expansion

The applicant requested to withdraw their item from the agenda. Council took no action and awaits clarification from staff on the reasons for withdrawal.

Budget Adoption Date

Council agreed to schedule adoption of the FY25–26 budget for September 15.

Building & Standards Board Appointment

Council planned to consider and act on Mr. Alam’s appointment to fill the vacancy, with the intent of moving the item up in the agenda once he arrived.

Brazoria County Appraisal District Board (CAD) Representation

Discussion on whether to reappoint current members (Gail Robinson and Susan Spoor) or nominate new candidates.

Concerns raised about limited transparency and impact of the board.

Council leaned toward postponing action until the next meeting to allow members to seek potential nominees.

Staff to send an email reminder to Council to gather names.

Some noted that legislative action may be the only way to meaningfully change the appraisal district structure.

Regular Session

Call To Order

Mayor Davis called the meeting of the Manvel City Council to order at 6:03 p.m.

Those in attendance were:

Present: Mayor Dan Davis
City Councilmember Place 1 Keith Bonner
City Councilmember Place 2 David Lands
City Councilmember Place 3 Harry Opliger
City Councilmember Place 4 Carmyn Robey-Robinson
City Councilmember Place 5 Crystal Sarmiento
City Councilmember Place 6 Garrett Knox

Absent: None

Also Present: Dan Johnson, City Manager
Robert Gervais, City Attorney
Tammy Bell, City Secretary
Keith Traylor, Chief of Police
Jose Abraham, Director of Development Services
Rosa Donaire, Director of Finance
Robbie Hall, Director of Public Works
Chad Dumont, Director of Personnel

Invocation

Inspirational Reading - Councilmember Lands

Pledge

Presentations

Proclamation

National Diaper Need Awareness Week - September 15, 2025 - September 21, 2025

Staff Presentation on Public Hearing Item(s)

Public Hearing

PUBLIC HEARING

TO HEAR INPUT FROM THE PUBLIC REGARDING AN ORDINANCE OF THE CITY OF MANVEL, TEXAS, AMENDING THE ZONING CLASSIFICATION OF AN APPROXIMATE 13.08-ACRE TRACT DEVELOPED WITH A RETAIL BUILDING AND ASSOCIATED PARKING, DESCRIBED AS RESERVE “A” OF MANVEL TOWN CENTER PHASE ONE B, LOCATED AT 17315 HIGHWAY 6, MANVEL, TEXAS (PID: 713693), FROM PLANNED UNIT DEVELOPMENT DISTRICT / STATE HIGHWAY 6 OVERLAY DISTRICT (PUD/SH6) TO PLANNED UNIT DEVELOPMENT DISTRICT / STATE HIGHWAY 6 OVERLAY DISTRICT WITH SPECIFIC USE PERMIT (PUD/SH6-SUP); PROVIDING FOR THE GRANTING OF A SPECIFIC USE PERMIT WITH CONDITIONS TO AUTHORIZE THE USE OF A LEASE SPACE (SUITE 101) FOR NAICS USE 621111 “OFFICES OF PHYSICIANS (EXCEPT MENTAL HEALTH SPECIALISTS)”; PROVIDING FOR THE AMENDMENT OF THE CITY’S OFFICIAL ZONING MAP; PROVIDING FOR SEVERABILITY; AND PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF.

Opened at 6:14 pm

1st call for comments - None

2nd call for comments - None

3rd call for comments - None

Closed at 6:14 pm

PUBLIC HEARING

TO HEAR COMMENTS FOR OR AGAINST REAUTHORIZATION OF BUILDING PERMIT FEES TO BE INCLUDED IN THE FISCAL YEAR 2025-2026 BUDGET ADOPTION ORDINANCE, REAUTHORIZING ALL CITY FEES CHARGED AS A CONDITION OF CONSTRUCTING, RENOVATING, OR REMODELING A RESIDENTIAL OR COMMERCIAL STRUCTURE.

Opened at 6:14 pm

1st call for comments - None

2nd call for comments - None

3rd call for comments - None

Closed at 6:14 pm

PUBLIC HEARING

TO HEAR COMMENTS FOR OR AGAINST THE PROPOSED ANNUAL BUDGET FOR THE FISCAL YEAR OF OCTOBER 1, 2025, TO SEPTEMBER 30, 2026.

THIS BUDGET WILL RAISE MORE TOTAL PROPERTY TAXES THAN LAST YEAR’S BUDGET BY \$1,173,608.84 OR 9.74% AND OF THAT AMOUNT, \$1,068,821.80 IS TAX REVENUE TO BE RAISED FROM NEW PROPERTY ADDED TO THE TAX ROLL THIS YEAR.

Opened at 6:14 pm

1st call for comments - None

2nd call for comments - Tim Black, wanted clarification on the new property language

3rd call for comments - None

Closed at 6:17 pm

Public Comments: "Comment Card" Required

Cindy Cortinez - spoke on animal control

Natalio Gonzales - spoke on behalf of Valencia development. Seeking support regarding the city's current sign regulations.

Tim Black - questions about the budget, police staffing, crime rates, taxes

Gary Moore and Angie Enfonte - spoke on Pearland Veterans Day Walk

City Manager Update

Distributed TFMA "Turn Around Don't Drown" calendars; attended annual Texas Floodplain Managers Association conference with staff.

BCCA meeting September 17 in Danbury; RSVP to Tammy by Friday.

Highlighted new state law requiring earlier agenda postings

Budget update: \$1.1M increase, with ~91% from new property; only ~\$105K from existing property

Consent Agenda

1. Approve the second and final reading of Ordinance 2025-O-24;
AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF MANVEL, TEXAS, CHAPTER 71. "UTILITIES" BY ADOPTING NEW RATES FOR WATER AND SEWER; MAKING OTHER CHANGES TO THE ORDINANCE GOVERNING THE PROVISION OF UTILITIES WITHIN THE CITY OF MANVEL; PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000.00 FOR ANY VIOLATION OF ANY PROVISION OF THIS ORDINANCE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HEREWITH; AND PROVIDING FOR SEVERABILITY. (Postponed at the 8/4/25 Council Meeting)
2. Acceptance of the meeting minutes to date.
3. Final acceptance of infrastructure improvements for "Water, Sanitary Sewer and Drainage Facilities and Paving and Appurtenances to serve Orchard Park Lane Phase 2 for Brazoria County Municipal Utility District 40, Brazoria County, Texas" and release the associated maintenance bond.
4. Final acceptance of infrastructure improvements for "Lake "F" Phase 3 to serve Pomona for Brazoria County MUD No. 40, Brazoria County, Texas" and release the associated maintenance bond.
5. Final acceptance of infrastructure improvements for "Water, Sanitary Sewer and Drainage Facilities and Paving and Appurtenances to serve Pomona Section 19 for Brazoria County Municipal Utility District 39, Brazoria County, Texas" and release the associated maintenance bond.

Councilmember Lands made the motion to approve the Consent Agenda. Councilmember Bonner seconded the motion.

The motion carried with a vote: 7/0

Yes: Mayor Dan Davis, City Councilmember Place 1 Keith Bonner, City Councilmember Place 2 David Lands, City Councilmember Place 3 Harry Opliger, City Councilmember Place 4 Carmyn Robey-Robinson, City Councilmember Place 5 Crystal Sarmiento, City Councilmember Place 6 Garrett Knox

No: None

Absent: None

Abstained: None

Items Removed from Consent Agenda - None

Regular Agenda

1. Consideration and possible action to approve the first of two readings of Ordinance 2025-O-22; AMENDING ORDINANCE NO. 2024-O-35, PERTAINING TO DEL BELLO LAKES PLANNED UNIT DEVELOPMENT (PUD) TO INCLUDE AN APPROXIMATE 106.8 ACRES OF LAND LOCATED IN THE MARY V. O'DONNELL SURVEY, ABSTRACT 469, OF BRAZORIA COUNTY, TEXAS, BEING A PORTION OF LOTS 1, 2, 7, AND 16, AND ALL OF LOTS 3, 4, 8, 9, 10, 13, 14, 15, 19, AND 20, OF DIVISION "O" OF THE ALLISON RICHEY GULF COAST HOME COMPANY PART OF SUBURBAN GARDENS, A SUBDIVISION OF RECORD IN VOLUME 2, PAGES 91, AND 92, OF THE PLAT RECORDS OF BRAZORIA COUNTY, TEXAS (B.C.P.R); CURRENTLY ZONED OPEN SINGLE-FAMILY RESIDENTIAL DISTRICT (O-SFR), INTO THE DEL BELLO LAKES PUD AND GENERALLY LOCATED EAST OF MANVEL PKWY, SOUTH OF CROIX RD, AND NORTH OF DEL BELLO LN; AND PROVIDING FOR THE AMENDMENT OF THE CITY'S OFFICIAL ZONING MAP. (Favorable Recommendation by PD&Z FAILED with a 0-6 vote - 8/18 Council Meeting - Applicant requested item be postponed)

The applicant has requested that this item be withdrawn.

No action taken.

2. Consideration and possible action to approve the first of two readings of Ordinance 2025-O-23; AMENDING THE ZONING CLASSIFICATION OF AN APPROXIMATE 13.08-ACRE TRACT DEVELOPED WITH A RETAIL BUILDING AND ASSOCIATED PARKING, DESCRIBED AS RESERVE "A" OF MANVEL TOWN CENTER PHASE ONE B, LOCATED AT 17315 HIGHWAY 6, MANVEL, TEXAS (PID: 713693), FROM PLANNED UNIT DEVELOPMENT DISTRICT / STATE HIGHWAY 6 OVERLAY DISTRICT (PUD/SH6) TO PLANNED UNIT DEVELOPMENT DISTRICT / STATE HIGHWAY 6 OVERLAY DISTRICT WITH SPECIFIC USE PERMIT (PUD/SH6-SUP); PROVIDING FOR THE GRANTING OF A SPECIFIC USE PERMIT WITH CONDITIONS TO AUTHORIZE THE USE OF A LEASE SPACE (SUITE 101) FOR NAICS USE 621111 "OFFICES OF PHYSICIANS (EXCEPT MENTAL HEALTH SPECIALISTS)". (Forwarded with favorable recommendation by PD&Z - vote 7-0)

*This item followed the Executive Session that was moved up.

Staff recommends approval of this SUP request for the subject site to allow NAICS use 621111 "Offices of Physicians (Except Mental Health Specialists)" with the following conditions:

1. This Specific Use Permit applies only for 17315 Highway 6 / Morris Avenue, Suite #101 with floor area not to exceed 8,910 square feet.
2. Unless otherwise required by state law or regulation, the facility is only permitted to operate during the hours of 7:00 a.m. to 10:00 p.m. each day;
3. All waiting and/or lobby areas shall maintain an unobstructed view from the outside; and
4. All doors shall remain unlocked and accessible during normal business hours.

Councilmember Opliger made the motion to approve. Councilmember Bonner seconded the motion.

The motion carried with a vote: 7/0

- Yes: Mayor Dan Davis, City Councilmember Place 1 Keith Bonner, City Councilmember Place 2 David Lands, City Councilmember Place 3 Harry Opliger, City Councilmember Place 4 Carmyn Robey-Robinson, City Councilmember Place 5 Crystal Sarmiento, City Councilmember Place 6 Garrett Knox
- No: None
- Absent: None
- Abstained: None

3. Consideration and possible action to approve a request for pump detention for an approximate 1.101-acre tract of land (PID: 678969) located on the south side of Highway 6, abutting the west side of the Chevron gas station at 17230 Highway 6. (Based on the provision in Section 5, Drainage, 1.04. G. 5.a. and b. and Section 5, Drainage, 2.02 F and G of the Design Criteria Manual). (Forwarded by PD&Z with favorable recommendation - Vote 7-0)

****Came after #5, which was moved up to after Regular Agenda item #1**

The proposed Welby Branch development, located west of Chevron at Highway 6 and 288, includes a pumped detention system combining two ponds with underground storage beneath parking areas, with one outfall along Highway 6. Staff confirmed the proposal met current design criteria, including backup generator requirements, gravity flow standards, and a maintenance agreement, and recommended approval with two added conditions: (1) a two-year review period if no work occurs, and (2) council review of any significant layout changes.

Discussion centered on the absence of a representative from Welby, as well as the need for approvals from TxDOT and BDD4, which had not yet been secured. Council expressed concerns about right-of-way dedication and potential impacts on drainage design, as well as the preference for regional detention rather than isolated systems. Members acknowledged that pumped detention is a relatively new process for the City and that procedures are still evolving.

Questions were raised about differences between covered (underground) and open detention systems, the sequencing of agency approvals, and coordination with adjacent property owners. While some councilmembers favored postponement to allow for more information and applicant input, the item ultimately moved forward.

Councilmember Opliger made the motion to approve. Councilmember Bonner seconded the motion.

The motion carried with a vote: 5/2

Yes: City Councilmember Place 1 Keith Bonner, City Councilmember Place 2 David Lands, City Councilmember Place 3 Harry Opliger, City Councilmember Place 5 Crystal Sarmiento, City Councilmember Place 6 Garrett Knox

No: Mayor Dan Davis, City Councilmember Place 4 Carmyn Robey-Robinson

Absent: None

Abstained: None

4. Consideration and possible action to schedule the adoption date for the Fiscal Year 2025- 2026 Budget for September 15, 2025.

Councilmember Bonner made the motion to approve. Councilmember Sarmiento seconded the motion.

The motion carried with a vote: 7/0

Yes: Mayor Dan Davis, City Councilmember Place 1 Keith Bonner, City Councilmember Place 2 David Lands, City Councilmember Place 3 Harry Opliger, City Councilmember Place 4 Carmyn Robey-Robinson, City Councilmember Place 5 Crystal Sarmiento, City Councilmember Place 6 Garrett Knox

No: None

Absent: None

Abstained: None

5. Consideration and possible action to approve Alam Farias's appointment to fill the Building and Standards Board vacancy.

****Moved up to after Regular Agenda Item 1**

September 2, 2025 MANVEL CITY COUNCIL MEETING MINUTES

Councilmember Opliger made the motion to approve. Councilmember Robey-Robinson seconded the motion.

The motion carried with a vote: 7/0

Yes: Mayor Dan Davis, City Councilmember Place 1 Keith Bonner, City Councilmember Place 2 David Lands, City Councilmember Place 3 Harry Opliger, City Councilmember Place 4 Carmyn Robey-Robinson, City Councilmember Place 5 Crystal Sarmiento, City Councilmember Place 6 Garrett Knox
No: None
Absent: None
Abstained: None

- 6. Consideration and possible action to approve Resolution 2025-R-35;
A RESOLUTION OF THE CITY OF MANVEL NOMINATING CANDIDATE(S) FOR A POSITION ON THE BOARD OF DIRECTORS OF THE BRAZORIA COUNTY APPRAISAL DISTRICT.

Council suggests postponing to solicit applicants.

Mayor Davis made the motion to postpone. Councilmember Robey-Robinson seconded the motion.

The motion carried with a vote: 7/0

Yes: Mayor Dan Davis, City Councilmember Place 1 Keith Bonner, City Councilmember Place 2 David Lands, City Councilmember Place 3 Harry Opliger, City Councilmember Place 4 Carmyn Robey-Robinson, City Councilmember Place 5 Crystal Sarmiento, City Councilmember Place 6 Garrett Knox
No: None
Absent: None
Abstained: None

- 7. Consideration and possible action to approve Resolution 2025-R-36;
A RESOLUTION OF THE CITY OF MANVEL, TEXAS, REVISING THE COMPOSITION OF THE CAPITAL IMPROVEMENT ADVISORY COMMITTEE, IN COMPLIANCE WITH SENATE BILL 1883 (2025).

Recent state law changes require updates to the Capital Improvement Advisory Committee. The changes eliminate the option of using PD&Z as the committee and increase the required representation from the real estate, development, or building industries from 40% to 50%. Staff explained that while the City’s current committee includes a realtor, builder, retired engineer, business representative, and GIS professional, the engineer may not qualify under the new requirements. As a result, additional recruitment will be needed to ensure compliance.

Councilmember Rossi-Knox made the motion to approve. Councilmember Opliger seconded the motion.

The motion carried with a vote: 7/0

Yes: Mayor Dan Davis, City Councilmember Place 1 Keith Bonner, City Councilmember Place 2 David Lands, City Councilmember Place 3 Harry Opliger, City Councilmember Place 4 Carmyn Robey-Robinson, City Councilmember Place 5 Crystal Sarmiento, City Councilmember Place 6 Garrett Knox
No: None
Absent: None
Abstained: None

- 8. Consideration and possible action to approve an Interlocal Agreement between Brazoria County and the City of Manvel for FY 2025-26 Road Repair Assistance.

Council reviewed the yearly interlocal agreement that lets the County perform road overlays on City streets that tie into County roads at the County’s discounted rate. Staff noted it’s prudent to keep the agreement in place each year, even if usage varies.

Key points discussed

Scope/limits: County work is overlay only (no full-depth reclamation); current policy limits are ~2 miles and no more than four roads per year.

Cost advantage: Under the interlocal, the City generally pays materials (plus a small fee)—roughly one-third the cost of contracting. Example: Lewis cost ≈ \$215k (materials) + \$400k (contractor) ≈ \$600k when done by contractor due to needed reclamation.

Schedules: County remains behind; Dogwood (previously graded an “F”) is still pending while crews train on a new paver—no firm date yet. Staff will keep Council updated.

Target roads: FY current focus is the southwest area (listed: Kirchner, Allelujah, Mason, and Burnett). A final road list will be submitted under the agreement. Roads needing reclamation will still require City-hired contractors.

Councilmember Bonner made the motion to approve. Councilmember Rossi Knox seconded the motion.

The motion carried with a vote: 7/0

- Yes: Mayor Dan Davis, City Councilmember Place 1 Keith Bonner, City Councilmember Place 2 David Lands, City Councilmember Place 3 Harry Opliger, City Councilmember Place 4 Carmyn Robey-Robinson, City Councilmember Place 5 Crystal Sarmiento, City Councilmember Place 6 Garrett Knox
- No: None
- Absent: None
- Abstained: None

- 9. Consideration and possible action on submitting a qualified applicant to the TML Board, Region 14.

Council discussed submitting a City nominee for a vacant TML Region 14 board seat. Staff noted the role is commonly filled by a mix of elected officials and staff. Two names were considered: Personnel Director Chad Dumont and Councilman Bonner. Councilman Bonner withdrew and endorsed Chad, citing Chad’s expertise with employee benefits and advocacy. Council confirmed Chad’s willingness to serve and noted next steps (application form, signatures, and an interview/travel).

Councilmember Bonner made the motion to submit Chad Dumont as the applicant. Councilmember Opliger seconded the motion.

The motion carried with a vote: 7/0

- Yes: Mayor Dan Davis, City Councilmember Place 1 Keith Bonner, City Councilmember Place 2 David Lands, City Councilmember Place 3 Harry Opliger, City Councilmember Place 4 Carmyn Robey-Robinson, City Councilmember Place 5 Crystal Sarmiento, City Councilmember Place 6 Garrett Knox
- No: None
- Absent: None
- Abstained: None

Executive Session

City Council will convene into Executive Session pursuant to Texas Government Code, Section 551.071: "Consultation with Attorney" and Texas Government Code, Section 551.074, "Personnel Matters" to discuss the following:

- *Duties of the Animal Control Division*
- *Legal matters involving Animal Control Division*

*Moved up to after Regular Agenda Item #3

Mayor Davis convened the meeting into Executive Session at 7:03 p.m.
Mayor Davis reconvened the meeting out of Executive Session at 8:32 p.m.
No action was taken during the Executive Session.

Mayor and Council Comments

Adjourn

Councilmember Sarmiento made the motion to adjourn the meeting at 8:59 p.m. Councilmember Robey-Robinson seconded the motion.

The motion carried with a vote: 7/0

Yes: Mayor Dan Davis, City Councilmember Place 1 Keith Bonner, City Councilmember Place 2 David Lands, City Councilmember Place 3 Harry Opliger, City Councilmember Place 4 Carmyn Robey-Robinson, City Councilmember Place 5 Crystal Sarmiento, City Councilmember Place 6 Garrett Knox

No: None

Absent: None

Abstained: None

CERTIFICATION

TAMMY BELL, CITY SECRETARY
CITY OF MANVEL, TEXAS

DAN DAVIS, MAYOR
CITY OF MANVEL, TEXAS

RESOLUTION NO. 2025-R-34

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANVEL, TEXAS, APPROVING AS A PROJECT OF THE MANVEL ECONOMIC DEVELOPMENT CORPORATION CERTAIN PROJECT NUMBER 2025-02 – GREASE MONKEY LOCATED AT 20815 HIGHWAY 6, MANVEL TEXAS TO APPROVE AN EXPENDITURE OF UP TO \$20,000.00 FOR SITE IMPROVEMENTS FOR THE AUTO SHOP FACILITY IN A COMMERCIALY TARGETED AREA, WHICH WILL FURTHER ECONOMIC DEVELOPMENT, CREATE COMMERCIAL INVESTMENT, AND CREATE AND/OR RETAIN JOBS; CONTAINING FINDINGS AND OTHER PROVISIONS RELATING TO THE SUBJECT; PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, pursuant to Tex. Rev. Civ. Stat. Ann. Art. 5190.6, Section 4B (now Chapter 505 of the Texas Local Government Code) (the “Act”), the City created the Manvel Economic Development Corporation (MEDC), and collects, on behalf of the MEDC, an additional sales and use tax that may be used by the MEDC to pay the costs of “projects” as defined in the Act and to pay certain maintenance and operation costs of such projects; and

WHEREAS, Grease Monkey Manvel made application for a grant for certain costs associated with site improvements for the auto shop facility, and MEDC approved this application on August 13, 2025, as an MEDC Project, and authorized the MEDC Board President, and City Attorney to negotiate the terms of the Performance Agreement; and

WHEREAS, pursuant to Texas Local Government Code §501.073, all programs and expenditures of an economic development corporation must be approved by the authorizing city council;

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MANVEL, TEXAS:

SECTION 1. The City Council of the City of Manvel, Texas, does hereby approve as a project of the Manvel Economic Development Corporation, certain project number 2025-02, and approves an expenditure of up to \$20,000.00 to applicant Grease Monkey Manvel., to provide for the reimbursement of costs for site improvements, and authorizes the MEDC President and City

Attorney to negotiate the terms of the Performance Agreement. The City Council finds that this project will further economic development and retain jobs in the City of Manvel.

SECTION 2: That this Resolution shall be in full force and effect from and after its passage and adoption.

PASSED AND ADOPTED this _____ day of _____, 2025.

Dan Davis, Mayor
City of Manvel, Texas

ATTEST:

Tammy Bell, City Secretary

Starting a Business in the City of Manvel

There are many requirements related to starting a business in Texas and the state provides an alphabetical directory of required licenses, permits and registrations. A visit to the following website will provide more information on these requirements:

<http://www.texasonline.com/portal/tol/en/bus/home>

In addition, the City of Manvel requires that a City Permit or License be obtained to:

1. Build a building or other structure.
2. Build on to an existing building or structure.
3. Opening a new business in an established building.
4. Move a building.
5. Perform any type of Electrical or HVAC work.
6. Perform any type of plumbing, such as replacing water and/or sewer lines, water heaters, sprinkler systems, gas yard lines, etc. For commercial plumbing, a state licensed plumber is required to perform the work.
(Note: Rental property is considered commercial property.)
5. Solicit door-to-door.
6. Register animals with the Manvel Police Department.

If one is building, adding on or moving any structure in the floodplain or floodway, a "Flood Development Permit and Elevation Certificate" must be obtained.

The City of Manvel is a Zoned City. A copy of the Zoning Ordinance can be obtained by contacting Manvel City Hall 832-336-4064 or on the web at www.cityofmanvel.com

Additional information on all of the preceding City requirements may be obtained by contacting the City Secretary, 20031 Hwy 6, Manvel, Texas 77578. (email contact tbell@cityofmanvel.com or Telephone contact information: (832) 336-4064 or Fax – (281) 489-0634)

Application Process for Obtaining Manvel Economic Development Corporation (MEDC) Financial Assistance

(This process was approved by the MEDC Board at the June 19th, 2008 Meeting)

1. Submit a full and complete application to the MEDC for financial assistance to be submitted at least 10 days prior to the next MEDC Board meeting (held on the second Wednesday of each month).

In submitting the application, provide full and complete answers to the questions contained in the "Criteria to Consider in Judging the Suitability of a Project for Funding".

2. Provide full and complete answers to any follow-up questions from the MEDC Board.
3. Upon completion of the above and depending on the findings of the Board's review of the application and related materials, the MEDC President will develop jointly with the applicant a performance-based contract. Such a contract is subject to approval by the City Attorney. If an approved contract is developed, the following will occur:

A. A notice of specific project will be published (GC 505.160). The public may petition, during the 60-day period (from the date of project publication) for an election to be called on whether to pursue the project. For more information, see the "Handbook on Economic Development Laws for Texas Cities" (2022 edition) available for viewing at the Manvel City Hall or thru the following website:

<https://www.tml.org/DocumentCenter/View/1471/2022-Economic-Dev-HDBK-Final?bidId=>

B. The MEDC may hold a *public hearing* on the project.

After the 60 days have passed since the published notice of the project, the Board will vote at its next regularly scheduled or special called meeting to approve or disapprove the project/contract.

C. If approved, the Board will present the project proposal/contract to the City Council for action. If approved by the Council, the Board may then make expenditures related to the project and conduct the oversight necessary to ensure the successful and legal implementation of the project.

Note: The time required to complete the above process will vary with each proposal, but an applicant should anticipate up to 90 days being required before final action is taken on a project proposal.

APPLICATION FOR
ECONOMIC DEVELOPMENT ASSISTANCE

New Construction _____ Expansion or Remodeling X _____

Applicants should know Manvel Economic Development Corporation (MEDC) grants are subject to a number of requirements, including public hearings and approval by the City of Manvel City Council.

Date of Application: 03/24/2025 _____

Business Name: Grease Monkey Manvel Type of Business: Auto Shop _____

Address: 20815 Hwy 6 _____

City: Manvel State Texas Zip 77578 _____

Phone Number: 281-489-1243 Fax: _____ E-mail: glcoservices21@Gmail.com _____

Applicant Contact Gabriela Leal Title Owner _____

Applicant Information (if different from above)

Mailing Address _____
Phone Number: _____ Fax: _____ E-mail _____

*Total Cost of Proposed Project and Date by Which Funds are Needed:
\$22,000 _____

- *Share of Project Cost to be Paid by Applicant and Cost Share to be Funded by MEDC:
- A. 100% MEDC Funding = \$ \$22,000
 - B. 10% Applicant/90% MEDC = Grant from MEDC in the amount of: \$ _____
 - C. 25% Applicant/75% MEDC = Grant from MEDC in the amount of: \$ _____
 - D. 50% Applicant/50% MEDC = Grant from MEDC in the amount of: \$ _____

*Describe the project and economic benefits that will accrue to the City of Manvel. (See the criteria considered by the MEDC in judging the suitability of a project for funding. As applicable, please address these criteria)

See attached

*How will grant applicant demonstrate that the described economic benefits which formed the basis of the grant application have been accomplished?

See attached

*Describe the financial reporting to be made by the applicant to demonstrate that the grant funds have been used for intended purpose:

[See attached](#)

*If applicable, do the jobs proposed for creation (or retention) meet the criteria for “primary jobs” as defined in State Law? (*Primary Jobs – are jobs that infuse new dollars into the local economy by creating or selling a product or service that is ultimately exported to regional, statewide, national, or international markets*) If so, please explain how criteria are met.

[See attached](#)

Required Attachments

Include a copy of the listed items below. AN APPLICATION WILL NOT BE CONSIDERED UNLESS ACCOMPANIED BY SAID LIST.

- 1) Plat/Map of Property, extending 500 ft beyond the property in all directions.
- 2) Detailed list of improvements, including equipment.
- 3) Business Plan.
- 4) Current Financial Report.
- 5) Financial Reports for the last 3 years.
- 6) Tax Certificate.
- 7) Letter addressing Tax Abatement Minimum Standards (if applicable)

In signing this grant application, and if a grant is awarded, the applicant agrees to comply with applicable local, state, and federal laws governing business/organizational conduct and the use of the grant funds.

I further certify that the information submitted in this application, including attachments, is true, correct and complete. Omissions or submission of incorrect information will render this application invalid.

[Gabriela Leal](#)

[03/24/2025](#)

Grant Applicant’s Signature

Date

[Owner](#)

Title

[Grease Monkey Manvel](#)

Business Name/Organization

(All requests must be submitted to the MEDC, PO Box 187, Manvel Tx 77578, or via email to tbell@cityofmanvel.com. Once a request is received, the applicant will be contacted with the next available meeting date for the Manvel Economic Development Corporation).

Criteria Considered in Judging the Suitability of a Project for Funding

Public vs. Private Funding of Projects

1. Are private lenders available and willing to finance the proposed project? If yes, why are funds being sought from the MEDC? If not, why should the MEDC assist with the project financing?
2. Will public funding for a project compete unfairly with a private sector entity already conducting or planning to undertake the activity to be funded?
3. Will public funding assist a private sector entity in getting a project off the ground, becoming profitable and creating new permanent jobs?
4. Will the cost of the project deplete MEDC funds that would otherwise be available for other economic development projects?

Jobs Creation

1. How many new temporary jobs will be created by the project?
2. How many new permanent jobs will be created by the project?
3. Will the project help current workers to avoid unemployment?
4. Will the project result in a net increase in the number of permanent private sector jobs in our community?
5. What type of new jobs – by type and salary – will be created?
6. Will the project require an increase in the number of City or County Employees? Will it result in an increased workload for current employees of these governmental entities?

Financial Impact

1. In total, excluding the collection of taxes, how much new money will the project pump into the local economy on an annual basis?
2. Will additional property taxes be collected as a result of the project and, if so, how much in additional taxes will be collected annually?
3. How much additional sales tax will be collected annually as a result of the project?

Criteria to Consider in Judging the Suitability of a Project for Funding (Cont.)

Role of City and/or County Governments

1. What infrastructure will local governments be required to provide as a result of the project?
2. What costs will local governments become responsible for, including the requirements to hire new employees, as a result of the project?

Other

1. Can the project be funded legally under existing law? (Note: This is not a guideline, but a legal requirement)
2. Would the proposed project duplicate an activity that is already in place and functioning effectively?
3. What effect will the project have on local housing – i.e., is the current housing inventory adequate or will additional housing be needed to accommodate new workers and their families?
4. Are there likely to be any adverse consequences resulting from the project – i.e., will the environment be harmed, or will the water supply resources of the community be oversubscribed?
5. Will any indirect economic benefits, not already addressed in answers to the preceding questions, result from the project? For example, a new enterprise creating five new jobs (i.e., a direct economic benefit) could also result in additional business (an indirect economic benefit) for existing enterprises. For purposes of further illustration, if a new business with a fleet of vehicles purchased fuel from service stations already operating in a community, these fuel purchases would be an indirect economic benefit.
6. Will the project benefit the overall public good? If so, how?

BUILDING CODE:

2018 IBC WITH CITY OF MANVEL
AMENDMENTS AND REQUIREMENTS

PROJECT LOCATION: 20815 HWY 6

THIS FOUNDATION HAS BEEN DESIGNED TO
RESIST A 3 SECOND WIND GUST SPEED OF
142 MPH, EXPOSURE "C" AND IN
ACCORDANCE WITH THE 2018 IBC, THE CITY
OF MANVEL AND TEXAS WINDSTORM
BUILDING STANDARDS.

MANVEL AUTO PIT 20815 HWY 6 MANVEL, TX 77578

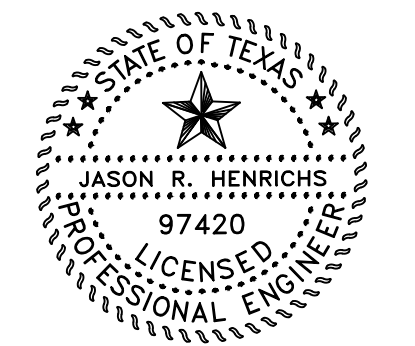
FEBRUARY 2024

REVISIONS AND ISSUANCE

NO.	DATE	DESCRIPTION

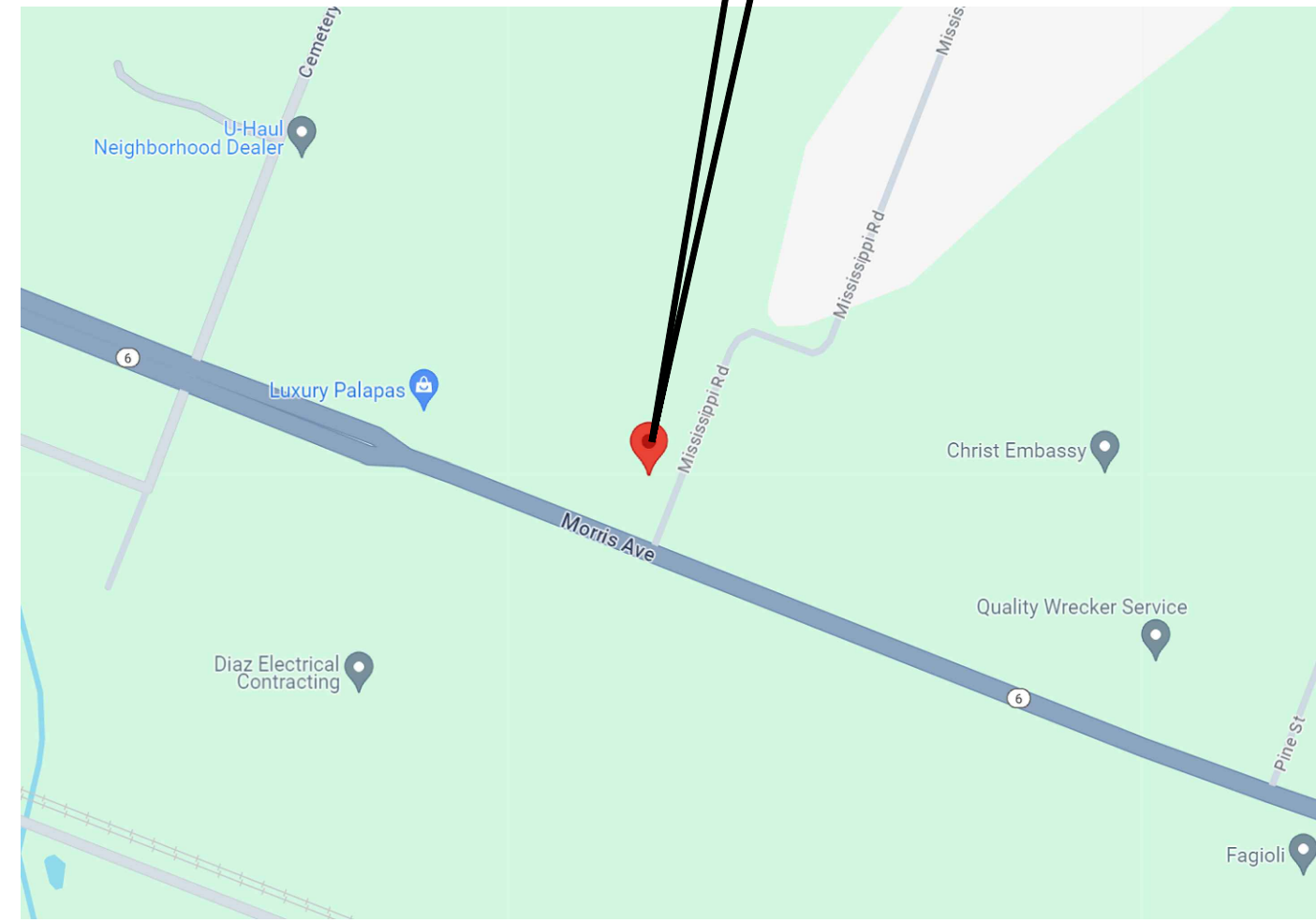
PROPRIETARY INFORMATION

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PERSONNEL WITHOUT
EXPRESSED WRITTEN CONSENT



JRH
2/27/24

PROJECT
LOCATION



VICINITY MAP (N.T.S.)

PROJECT ADDRESS: 20815 HWY 6

SHEET NUMBER	DRAWING NAME
S1.0	COVER SHEET
S2.0	FOUNDATION PLAN



JRH ENGINEERING &
ENVIRONMENTAL SERVICES, INC.
P.O. BOX 1160
MANVEL, TEXAS 77578
PHONE: 281-489-5066
TBPE FIRM NO. 10385

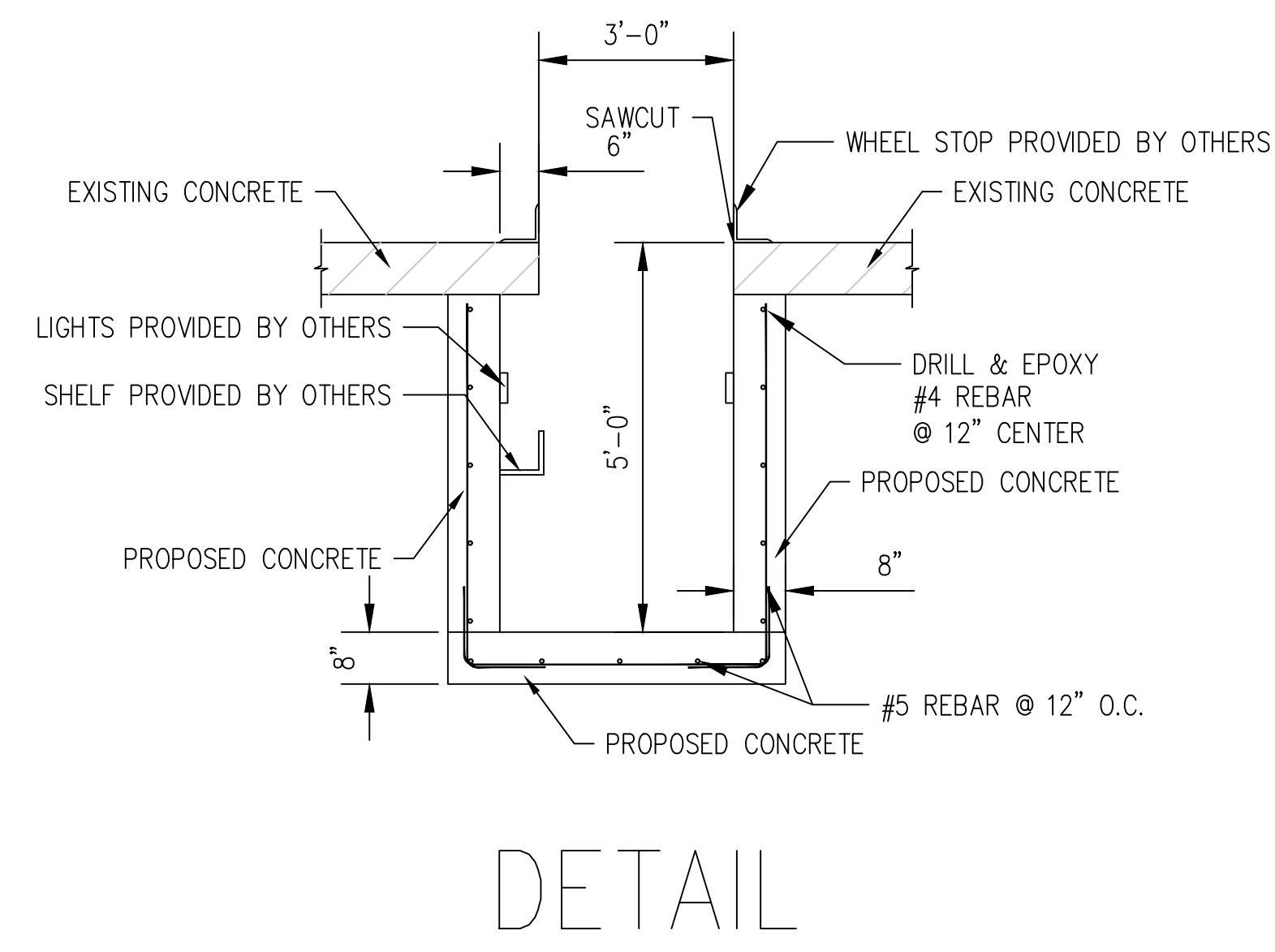
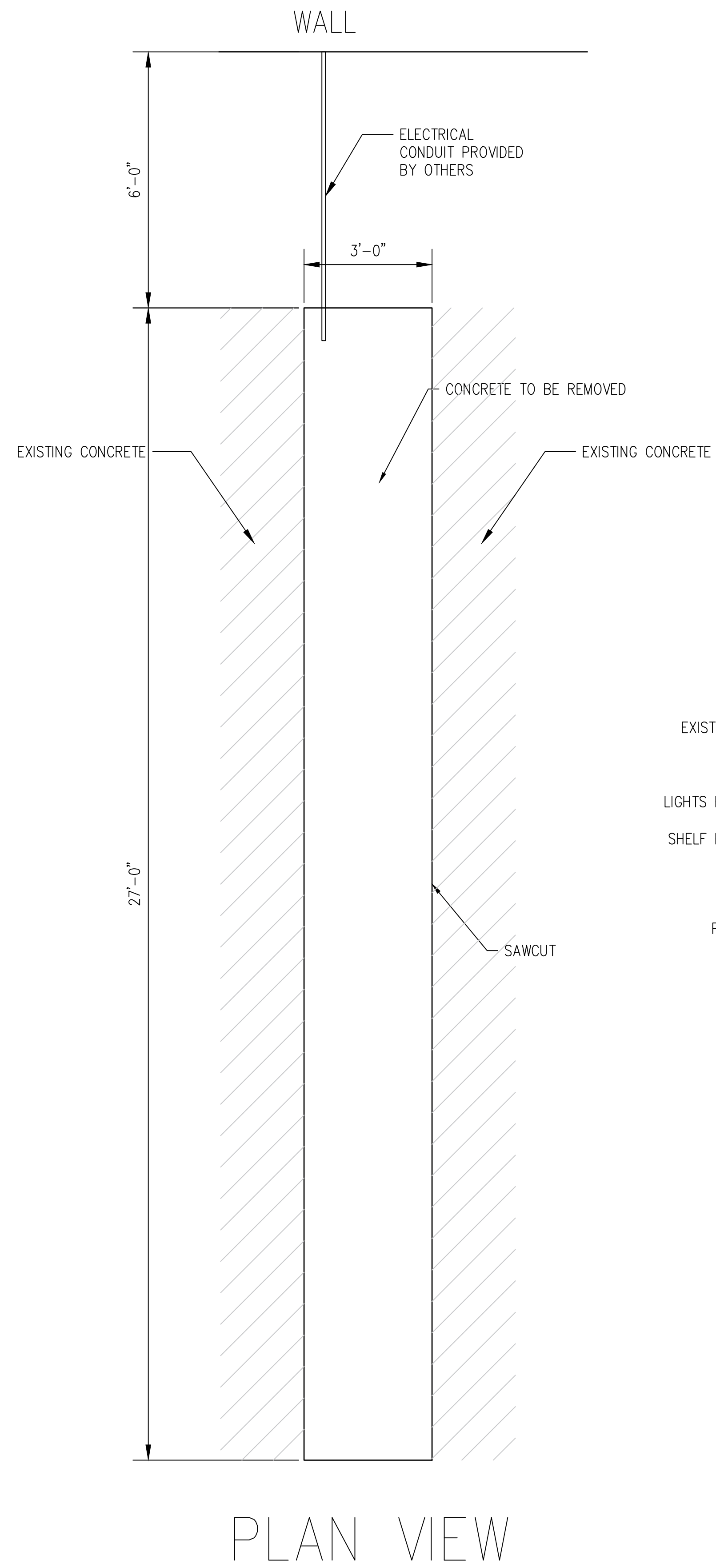
COVER SHEET

BUILDING CODE:

2018 IBC WITH CITY OF MANVEL
AMENDMENTS AND REQUIREMENTS

PROJECT LOCATION: 20815 HWY 6

THIS FOUNDATION HAS BEEN DESIGNED TO
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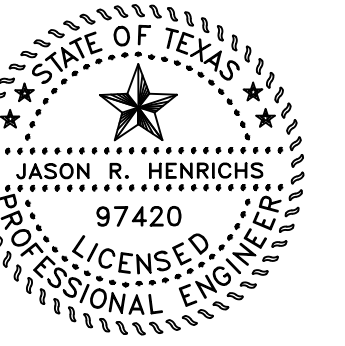
REVISIONS AND ISSUANCE

NO.	DATE	DESCRIPTION

PROPRIETARY INFORMATION

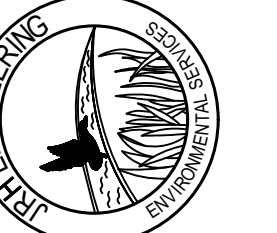
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MANVEL AUTO PIT
20815 HWY 6
MANVEL, TX 77578



JRH
2/27/24

JRH ENGINEERING &
ENVIRONMENTAL SERVICES, INC.
P.O. BOX 1160
MANVEL, TEXAS 77578
PHONE: 281-489-5066
TBPE FIRM NO. 10385



DRAWING TITLE

FOUNDATION
PLAN

SCALE 1/2" = 1'-0"

DRAWN BY

DATE 2/29/2024

JRH JOB NO.

DRAWING NO.

S2.0

RESOLUTION NO. 2025-R-37

**RESOLUTION OF THE CITY OF MANVEL, TEXAS
GIVING CONSENT TO THE SALE AND ISSUANCE OF BONDS BY
BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 57 OF BRAZORIA COUNTY**

WHEREAS, Utility District No. 57 of Brazoria County (the “District”) was heretofore duly created by Order of the Texas Commission on Environmental Quality (“TCEQ”); and

WHEREAS, The District is located within the corporate boundaries of the City of Manvel, Texas (the “City”); and

WHEREAS, pursuant to V.T.C.A. Local Government Code, Section 42.042 and by Resolution No. 2007-R-03, dated January 8, 2007 (the “Consent Resolution”), the City consented to the creation of the District; and

WHEREAS, as condition of the Consent Resolution, the City must consent to the sale and issuance of bonds by the District; and

WHEREAS, the City has received and reviewed a draft Preliminary Official Statement, a draft Notice of Sale, and a draft debt service schedule; and

WHEREAS, the City Council of the City desires to adopt Resolution No. 2025-R-37 (the “Resolution”), as set forth herein, for the purpose of acknowledging its receipt and review of the draft Preliminary Official Statement, a draft Notice of Sale, and a draft debt service schedule and consenting to the sale and issuance of road bonds by the District pursuant thereto.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MANVEL, TEXAS:

Section 1. The facts and recitals set forth in the preamble of this Resolution are hereby found to be true and correct.

Section 2. Pursuant to Section 4.05 of Exhibit “B” and Exhibit “C” to the Consent Resolution, the City Council of Manvel, Texas hereby specifically (1) acknowledges its receipt and review of a draft Preliminary Official Statement, a draft Notice of Sale, and a draft debt service schedule; (2) declares that, based upon representation made by the District, the District is in compliance with the Consent Resolution, as well as all exhibits thereto; and (3) consents to the sale and issuance of road bonds by the District.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

PASSED AND APPROVED this ____ day of _____, 2025.

Mayor

ATTEST:

City Secretary

[SEAL]



HOUSTON
3200 Southwest Freeway,
Suite 2600
Houston, TX 77027
(713) 860-6400

Direct Line: (713) 860-6493
Direct Fax: (713) 860-6667

hbradley@abhr.com

Hannah Bradley
Attorney

August 25, 2025

VIA E-MAIL AND REGULAR MAIL

Mr. Daniel S. Johnson
City Manager
City of Manvel
P.O. Box 187
Manvel, TX 77578

Re: Brazoria County Municipal Utility District No. 57

Dear Mr. Johnson:

The Board of Directors of the referenced District plans to sell \$14,315,000 Unlimited Tax Bonds on September 4, 2025, to fund on September 30, 2025. The City consent conditions provide for "level debt service" on the bonds. Because we never know exactly what the debt service will be until we open the bids, the consent conditions allow for prior approval based on the predicted debt service on the bonds.

Please find attached (i) the Preliminary Official Statement for the bonds (note that the summary of costs for the bond issue begins on page 22), (ii) the Notice of Sale for the bonds, (iii) a cash flow analysis by the District's financial advisor, and (iv) the current consent conditions from the City's consent resolution relating to the District. The District respectfully requests that, based on the attached, the City concurs that the level debt service requirement is substantially met as required by the consent conditions. An affirmation from you or the appropriate City official will be sufficient. I've attached a simple affirmation for execution for your convenience. The District will be authorized to sell and close on the bonds without the concurrence but might have to incur expense in rejecting and re-bidding the bonds if the actual interest rates do not meet technical level debt service requirements.

CENTRAL TEXAS
919 Congress Avenue, Suite 1500
Austin, TX 78701
(512) 518-2424

NORTH TEXAS
3100 McKinnon Street, Suite 1100
Dallas, TX 75201
(972) 823-0800

abhr.com

Mr. Daniel S. Johnson
August 25, 2025
Page 2 of 2

If you have any questions or comments, please let me know. Thanks very much.

Sincerely,



Hannah Bradley
Attorney for the District

Enclosures

cc: Bobby Gervais, City Attorney (via e-mail)
Katie Sherborne, Attorney for the District (via-email)

The City of Manvel, Texas has received the proposed debt service schedule for the \$14,315,000 Brazoria County Municipal Utility District No. 57 Unlimited Tax Bonds, Series 2025, and acknowledges compliance with the applicable level debt service consent conditions relating to issuance.

City Manager, City of Manvel, Texas

**BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 57
(BRAZORIA COUNTY, TEXAS)**

**PRELIMINARY OFFICIAL STATEMENT
DATED: JUNE 19, 2025**

**\$14,315,000
UNLIMITED TAX BONDS
SERIES 2025**

**BIDS TO BE SUBMITTED BY: 9:00 A.M., CENTRAL TIME
THURSDAY, SEPTEMBER 4, 2025**

**BIDS TO BE AWARDED: 11:00 A.M., CENTRAL TIME
THURSDAY, SEPTEMBER 4, 2025**



Financial Advisor

PRELIMINARY OFFICIAL STATEMENT DATED JUNE 19, 2025

This Preliminary Official Statement is subject to completion and amendment and is intended for the solicitation of initial bids to purchase the Bonds (herein defined). Upon the sale of the Bonds, the Official Statement will be completed and delivered to the Initial Purchaser (herein defined).

IN THE OPINION OF BOND COUNSEL (HEREIN DEFINED), UNDER EXISTING LAW, INTEREST ON THE BONDS (I) IS EXCLUDABLE FROM GROSS INCOME FOR FEDERAL INCOME TAX PURPOSES UNDER SECTION 103 OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED, AND (II) IS NOT AN ITEM OF TAX PREFERENCE FOR PURPOSES OF THE ALTERNATIVE MINIMUM TAX ON INDIVIDUALS. SEE "TAX MATTERS" HEREIN, INCLUDING INFORMATION REGARDING POTENTIAL ALTERNATIVE MINIMUM TAX CONSEQUENCES FOR CORPORATIONS.

The Bonds will not be designated as "qualified tax-exempt obligations" for financial institutions.

NEW ISSUE – Book-Entry-Only

NON-RATED

BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 57

(A Political Subdivision of the State of Texas, located within Brazoria County)

\$14,315,000
Unlimited Tax Bonds
Series 2025

Dated: September 1, 2025

Interest Accrues from: Date of Delivery

Due: September 1, as shown on inside cover

The \$14,315,000 Unlimited Tax Bonds, Series 2025 (the "Bonds") are obligations of Brazoria County Municipal Utility District No. 57 (the "District") and are not obligations of the State of Texas; Brazoria County, Texas; the City of Iowa Colony, Texas; the City of Manvel, Texas; or any political subdivision or entity other than the District. Neither the full faith and credit nor the taxing power of the State of Texas; Brazoria County, Texas; the City of Iowa Colony, Texas; the City of Manvel, Texas; nor any entity other than the District is pledged to the payment of the principal of or the interest on the Bonds.

Principal of the Bonds is payable upon presentation at the principal payment office of the paying agent/ registrar, initially, BOKF, NA, Dallas, Texas (the "Paying Agent/Registrar"). The Bonds will be dated September 1, 2025, and interest on the Bonds accrues from the date of delivery which is expected to be on or about September 30, 2025 (the "Date of Delivery"), with interest payable on March 1, 2026, and on each September 1 and March 1 thereafter (each an "Interest Payment Date") until the earlier of maturity or prior redemption. Interest on the Bonds will be payable by check dated as of the Interest Payment Date and mailed by the Paying Agent/Registrar to registered owners as shown on the records of the Paying Agent/Registrar at the close of business on the 15th calendar day of the month next preceding each Interest Payment Date. The Bonds are fully registered bonds in principal denominations of \$5,000 or any integral multiple thereof.

The Bonds will be registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Bonds. Beneficial owners of the Bonds will not receive physical certificates representing the Bonds but will receive a credit balance on the books of the nominees of such beneficial owners. So long as Cede & Co. is the registered owner of the Bonds, the principal of and interest on the Bonds will be paid by the Paying Agent/Registrar directly to DTC, which will, in turn, remit such principal and interest to its participants for subsequent disbursement to the beneficial owners of the Bonds as described herein. See "THE BONDS – Book-Entry-Only System."

See "PRINCIPAL AMOUNTS, MATURITIES, INTEREST RATES AND INITIAL REOFFERING YIELDS" on inside cover page.

The Bonds constitute the first series of unlimited tax bonds issued by the District, from the \$483,900,000 principal amount of unlimited tax bonds authorized by District's voters at an election held on November 8, 2022 for the purpose of purchasing, constructing, operating and maintaining water, wastewater, and drainage facilities to serve the District (the "Utility System") and \$483,900,000 for the further purpose of refunding such bonds. The District's voters also authorized \$344,700,000 principal amount of unlimited tax bonds for the purpose of constructing or acquiring a road system to serve the District (the "Road System") and \$344,700,000 for the further purpose of refunding such bonds and \$163,790,000 principal amount of unlimited tax bonds for the purpose of constructing parks and recreational facilities to serve the District (the "Park System") and \$163,790,000 for the further purpose of refunding such bonds.

Following the issuance of the Bonds, \$469,305,000 principal amount of unlimited tax bonds for the Utility System; \$344,700,000 principal amount of unlimited tax bonds for the Road System; and \$163,790,000 principal amount of unlimited tax bonds for the Park System will remain authorized and unissued. All refunding bonds remain authorized but unissued.

The Bonds, when issued, will constitute valid and binding obligations of the District and will be payable from the proceeds of a continuing direct annual ad valorem tax, without legal limitation as to rate or amount, levied upon all taxable property within the District, as further described herein. See "THE BONDS – Source of Payment." Investment in the Bonds is subject to special investment considerations as described herein. See "RISK FACTORS."

The Bonds are offered when, as and if issued by the District and accepted by the winning bidders for the Bonds (the "Initial Purchaser"), and subject to the approval of the Attorney General of Texas and of Allen Boone Humphries Robinson LLP, Bond Counsel. Certain legal matters will be passed on for the District by Orrick, Herrington & Sutcliffe LLP, Houston, Texas, Disclosure Counsel. Delivery of the Bonds is expected on or about September 30, 2025.

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. These securities may not be sold nor may offers to buy be accepted prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy nor shall there be any of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

PRINCIPAL AMOUNTS, MATURITIES, INTEREST RATES AND INITIAL REOFFERING YIELDS

\$14,315,000 Unlimited Tax Bonds, Series 2025

Maturity September 1	Principal Amount	Interest Rate	Initial Reoffering Yield (a)	CUSIP No. _____ (b)	Maturity September 1	Principal Amount	Interest Rate	Initial Reoffering Yield (a)	CUSIP No. _____ (b)
2027	\$ 335,000	___%	___%	—	2039 (c)	\$ 620,000	___%	___%	—
2028	355,000	___%	___%	—	2040 (c)	650,000	___%	___%	—
2029	370,000	___%	___%	—	2041 (c)	685,000	___%	___%	—
2030	390,000	___%	___%	—	2042 (c)	720,000	___%	___%	—
2031 (c)	410,000	___%	___%	—	2043 (c)	760,000	___%	___%	—
2032 (c)	435,000	___%	___%	—	2044 (c)	800,000	___%	___%	—
2033 (c)	455,000	___%	___%	—	2045 (c)	840,000	___%	___%	—
2034 (c)	480,000	___%	___%	—	2046 (c)	885,000	___%	___%	—
2035 (c)	505,000	___%	___%	—	2047 (c)	930,000	___%	___%	—
2036 (c)	530,000	___%	___%	—	2048 (c)	980,000	___%	___%	—
2037 (c)	560,000	___%	___%	—	2049 (c)	1,030,000	___%	___%	—
2038 (c)	590,000	___%	___%	—					

- (a) Information with respect to the initial reoffering yields of the Bonds is the responsibility of the Initial Purchaser. Initial reoffering yields represent the initial offering price, which may be changed for subsequent purchasers. The initial yield indicated above represents the lower of the yields resulting when priced to maturity or to the first call date.
- (b) CUSIP numbers will be assigned to the Bonds by CUSIP Global Services, managed by FactSet Research Systems Inc. on behalf of the American Bankers Association and are included solely for the convenience of the owners of the Bonds.
- (c) Bonds maturing on September 1, 2031, and thereafter, shall be subject to redemption and payment at the option of the District, in whole, or from time to time in part, on September 1, 2030, or on any date thereafter, at the par value thereof plus accrued interest to the date fixed for redemption. In addition, the Initial Purchaser may designate one or more maturities as term bonds.

USE OF INFORMATION IN OFFICIAL STATEMENT

For purposes of compliance with Rule 15c2-12 of the United States Securities Exchange Commission ("Rule 15c2-12"), as amended, and in effect on the date of this Preliminary Official Statement, this document constitutes an "official statement" of the District with respect to the Bonds that has been deemed "final" by the District as of its date except for the omission of no more than information permitted by Rule 15c2-12.

This document, when further supplemented by adding additional information specifying the interest rates and certain other information relating to the Bonds shall constitute a "final official statement" of the District with respect to the Bonds, as such term is defined in Rule 15c2-12.

No dealer, broker, salesman or other person has been authorized to give any information, or to make any representations, other than those contained in this Preliminary Official Statement, and, if given or made, such other information or representations must not be relied upon as having been authorized by the District or the Initial Purchaser.

All of the summaries of the statutes, resolutions, orders, contracts, audits, engineering and other related reports set forth in this Preliminary Official Statement are made subject to all of the provisions of such documents. These summaries do not purport to be complete statements of such provisions and reference is made to such documents, copies of which are available from Bond Counsel, for further information.

This Preliminary Official Statement is not to be used in connection with an offer to sell or the solicitation of an offer to buy in any state in which such offer or solicitation is not authorized or in which the person making such offer or solicitation is not qualified to do so or to any person to whom it is unlawful to make such offer or solicitation.

This Preliminary Official Statement contains, in part, estimates, assumptions and matters of opinion which are not intended as statements of fact, and no representation is made as to the correctness of such estimates, assumptions or matters of opinion, or as to the likelihood that they will be realized. Any information and expressions of opinion herein contained are subject to change without notice, and neither the delivery of this Preliminary Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the District or other matters described herein since the date hereof. The District has agreed to keep this Preliminary Official Statement current by amendment or sticker to reflect material changes in the affairs of the District and to the extent such information actually comes to its attention, the other matters described in this Preliminary Official Statement, until delivery of the Bonds to the Initial Purchaser and thereafter only as specified in "OFFICIAL STATEMENT - Updating of Official Statement" and "CONTINUING DISCLOSURE OF INFORMATION."

References to web site addresses presented herein are for informational purposes only and may be in the form of a hyperlink solely for the reader's convenience. Unless specified otherwise, such web sites and the information or links contained therein are not incorporated into, and are not part of, this final official statement for any purpose.

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SALE AND DISTRIBUTION OF THE BONDS

Award of the Bonds

After requesting competitive bids for the Bonds, the District has accepted the bid of _____ (the "Initial Purchaser") to purchase the Bonds at the interest rates shown on the inside cover page of this Preliminary Official Statement at a price of _____% of par, resulting in a net effective interest rate to the District of _____%, as calculated pursuant to Chapter 1204, Texas Government Code, as amended. No assurance can be given that any trading market will be developed for the Bonds after their sale by the District to the Initial Purchaser. The District has no control over the price at which the Bonds are subsequently sold, and the initial yields at which the Bonds are priced and reoffered are established by and are the sole responsibility of the Initial Purchaser.

Prices and Marketability

Subject to certain hold-the-offering-price requirements described in the Official Notice of Sale, the District has no control over the reoffering yields or prices of the Bonds or over trading of the Bonds in the secondary market. Moreover, there is no assurance that a secondary market will be made in the Bonds. If there is a secondary market, the difference between the bid and asked prices of the Bonds may be greater than the difference between the bid and asked prices of bonds of comparable maturity and quality issued by more traditional municipal entities, as bonds of such entities are more generally bought, sold or traded in the secondary market.

Subject to certain hold-the-offering-price requirements described in the Official Notices of Sale, the prices and other terms with respect to the offering and sale of the Bonds may be changed from time to time by the Initial Purchaser after the Bonds are released for sale, and the Bonds may be offered and sold at prices other than the initial offering prices, including sales to dealers who may sell the Bonds into investment accounts.

IN CONNECTION WITH THIS OFFERING, THE INITIAL PURCHASER MAY OVER-ALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICE OF THE BONDS AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

Securities Laws

No registration statement relating to the Bonds has been filed with the United States Securities and Exchange Commission (the "SEC") under the Securities Act of 1933, as amended, in reliance upon exemptions provided thereunder. The Bonds have not been registered or qualified under the Securities Act of Texas in reliance upon various exemptions contained therein; nor have the Bonds been registered or qualified under the securities acts of any other jurisdictions. The District assumes no responsibility for registration or qualification of the Bonds under the securities laws of any jurisdiction in which the Bonds may be offered, sold, or otherwise transferred. This disclaimer of responsibility for registration or qualification for sale or other disposition of the Bonds should not be construed as an interpretation of any kind with regard to the availability of any exemption from securities registration or qualification provisions.

MUNICIPAL BOND INSURANCE

The District has made applications to Build America Mutual Assurance Company and Assured Guaranty Inc. for a commitment for municipal bond guaranty insurance on the Bonds. If qualified and the Initial Purchaser elects to purchase municipal bond insurance, the payment of all costs associated with the insurance, including the premium charged by the insurance company, and fees charged by rating companies, other than Moody's Investors Service, Inc. ("Moody's"), will be the option and expense of the Initial Purchaser. The District will pay the rating fees charged by Moody's.

RATINGS

The District has not made an application for a rating on the Bonds. Furthermore, it is not expected that the District would have been successful in receiving an investment grade rating on the Bonds.

OFFICIAL STATEMENT SUMMARY

The following material is a summary of certain information contained herein and is qualified in its entirety by the more detailed information and financial statements appearing elsewhere in this Preliminary Official Statement. The summary should not be detached and should be used in conjunction with the more complete information contained herein. A full review should be made of this entire Official Statement and of the documents summarized or described herein.

THE BONDS

- The District Brazoria County Municipal Utility District No. 57 (the "District"), a political subdivision of the State of Texas, is located in Brazoria County, Texas. See "THE DISTRICT."

- The Bonds..... The \$14,315,000 Unlimited Tax Bonds, Series 2025 (the "Bonds") are dated September 1, 2025, and accrue interest from the date of delivery which is expected to be on or about September 30, 2025 (the "Date of Delivery"), with interest payable on March 1, 2026, and on each September 1 and March 1 thereafter (each an "Interest Payment Date") until the earlier of maturity or prior redemption. The Bonds mature serially on September 1 in the years and in the principal amounts set forth on the inside cover page. See "THE BONDS."

- Redemption of the Bonds..... The Bonds that mature on or after September 1, 2031, are subject to redemption, in whole or from time to time in part, on September 1, 2030, or on any date thereafter, at the par value thereof plus accrued interest to the date fixed for redemption. See "THE BONDS - Redemption of the Bonds."

- Book-Entry-Only System..... The Bonds will be initially registered and delivered only to Cede & Co., the nominee of The Depository Trust Company, New York, New York ("DTC"), pursuant to the Book-Entry-Only System described herein. Beneficial ownership of the Bonds may be acquired in principal denominations of \$5,000 or integral multiples thereof. No physical delivery of the Bonds will be made to the Beneficial Owners (herein defined) thereof. Principal of and interest on the Bonds will be payable by BOKF, NA, Dallas, Texas (the "Paying Agent/Registrar"), to Cede & Co., which will make distribution of the amounts so paid to the participating members of DTC for subsequent payment to the Beneficial Owners of the Bonds. See "THE BONDS - Book-Entry-Only System."

- Authority for Issuance..... The Bonds constitute the first series of unlimited tax bonds issued by the District, from the \$483,900,000 principal amount of unlimited tax bonds authorized by District's voters at an election held on November 8, 2022 for the purpose of purchasing, constructing, operating and maintaining water, wastewater, and drainage facilities to serve the District (the "Utility System") and \$483,900,000 for the further purpose of refunding such bonds. The District's voters also authorized \$344,700,000 principal amount of unlimited tax bonds for the purpose of constructing or acquiring a road system to serve the District (the "Road System") and \$344,700,000 for the further purpose of refunding such bonds and \$163,790,000 principal amount of unlimited tax bonds for the purpose of constructing parks and recreational facilities to serve the District (the "Park System") and \$163,790,000 for the further purpose of refunding such bonds.

Following the issuance of the Bonds, \$469,305,000 principal amount of unlimited tax bonds for the Utility System; \$344,700,000 principal amount of unlimited tax bonds for the Road System; and \$163,790,000 principal amount of unlimited tax bonds for the Park System will remain authorized and unissued. All refunding bonds remain authorized but unissued. See "THE BONDS - Authority for Issuance."

The Bonds are issued pursuant to: an order of the Texas Commission on Environmental Quality (the "TCEQ"); the general laws of the State of Texas, including Chapters 49 and 54 of the Texas Water Code, as amended, applicable to municipal utility districts created under Section 59, Article XVI, Texas Constitution; a resolution adopted by the Board of Directors of the

District (the "Board") on the date of sale of the Bonds (the "Bond Resolution"); and an election held within the boundaries of the District on November 8, 2022.

Source of Payment The District is authorized to levy taxes to pay debt service on bonds issued for the Utility System, the Park System, and the Road System, and such taxes are unlimited as to rate or amount. The Bonds are payable from a continuing direct annual ad valorem tax, unlimited as to rate or amount, levied against all taxable property within the District. The Bonds are obligations of the District and are not obligations of the State of Texas; Brazoria County, Texas; the City of Iowa Colony ("Iowa Colony"), Texas; City of Manvel ("Manvel"), Texas, or any entity other than the District. See "THE BONDS – Source of Payment."

Payment Record..... The Bonds are the first issuance of bonded indebtedness by the District.

Short-Term Debt..... The District issued its \$7,493,000 Bond Anticipation Note, Series 2024 (the "BAN"), dated December 20, 2024. The BAN matures on December 19, 2025, and accrues interest at a rate of 5.50% per annum, calculated on the basis of 365-day year. The District will use a portion of the proceeds from the sale of the Bonds to redeem the BAN prior to its maturity. Proceeds from the BAN were used to reimburse the Developer (herein defined) for a portion of the improvements and related costs shown under "THE BONDS – Use and Distribution of Proceeds of the Bonds." See "THE BONDS – Short-Term Debt."

Use of Proceeds of the Bonds Proceeds of the sale of the Bonds will be used by the District to redeem the BAN, the proceeds of which were used to reimburse the Developer for a portion of the improvements and related costs shown under "THE BONDS – Use and Distribution of Proceeds of the Bonds." Additionally, proceeds from the sale of the Bonds will also be used to reimburse the Developer for the improvements and related costs that were not reimbursed by the BAN and to pay: developer interest; eighteen (18) months of capitalized interest; BAN interest; and other certain costs associated with the issuance of the Bonds. See "THE BONDS – Use and Distribution of Proceeds of the Bonds."

NOT Qualified Tax-Exempt Obligations The Bonds will not be designated as "qualified tax-exempt obligations" within the meaning of Section 265(b) of the Internal Revenue Code of 1986, as amended.

Municipal Bond Insurance..... The District has made applications to Build America Mutual Assurance Company and Assured Guaranty Inc. for a commitment for municipal bond guaranty insurance on the Bonds. If qualified and the Initial Purchaser elects to purchase municipal bond insurance, the payment of all costs associated with the insurance, including the premium charged by the insurance company, and fees charged by rating companies, other than Moody's Investors Service, Inc. ("Moody's"), will be the option and expense of the Initial Purchaser.

Ratings The District has not made an application for a rating on the Bonds. Furthermore, it is not expected that the District would have been successful in receiving an investment grade rating on the Bonds. See "RATINGS."

Bond Counsel Allen Boone Humphries Robinson LLP, Houston, Texas.

Disclosure Counsel..... Orrick, Herrington & Sutcliffe LLP, Houston, Texas.

Financial Advisor..... Robert W. Baird & Co. Incorporated, Houston, Texas.

THE DISTRICT

Description.....The District is a political subdivision of the State of Texas, located approximately 21 miles south of the central business district of the City of Houston, Texas. At the time of creation, the District encompassed approximately 447.471 acres. Currently, the District consists of 1,606.9093 acres. The District boundaries lie entirely within the corporate limits of Manvel and Iowa Colony. The District is a municipal utility district created by an order of the TCEQ effective August 16, 2007, and by a confirmation election held within the District on November 6, 2007. The District operates in accordance with Article XVI, Section 59 and Article III, Section 52 of the Constitution of the State of Texas, and Chapters 49 and 54 of the Texas Water Code, as amended, and other statutes of Texas applicable to municipal utility districts. See "THE DISTRICT."

Development within the District.....The District is one of three municipal utility districts that make up the approximately 3,000-acre master-planned community known as Meridiana. To date, approximately 130.13 acres (483 lots) within the District have been developed as the residential subdivision of Meridiana, Phase 1, Sections 4A East, 5 East, 10, 13A, 14A, 14B, 24A, and 24B. In addition, approximately 13.00 acres have been developed as Alvin ISD Elementary School Site No. 2 and approximately 170.62 acres for Alvin ISD Jr. High School. Approximately 259.43 acres are currently being developed as Ellwood Development and 132.15 acres are currently being developed as Rally East Development.

As of July 1, 2025, the District was composed of 203 completed homes, 81 homes under construction and approximately 199 vacant developed lots. Of the 284 homes completed and under construction as of July 1, 2025, 238 homes were sold to homeowners within the District. The remaining land within the District consists of approximately 645.93 undeveloped but developable acres and approximately 139.38 undevelopable acres consisting of easements, rights of way and greenbelts. See "PRINCIPAL LANDOWNERS/DEVELOPER," "DEVELOPMENT OF THE DISTRICT," and "THE DISTRICT."

Developer.....Land within the District is being developed by Rise Communities, LLC (the "Developer"). See "PRINCIPAL LANDOWNERS/DEVELOPER" and "DEVELOPMENT OF THE DISTRICT."

Homebuilders Within the District.....Homebuilders who are active in Meridiana include David Weekley Homes, Drees Custom Homes, Highland Homes, Perry Homes, Coventry Homes, NewMark Homes, Shea Homes, Chesmar Homes, Westin Homes, Toll Brothers, and TriCoast Homes. Prices of new homes being constructed in the District range from the \$270,000s-\$1,000,000+. See "PRINCIPAL LANDOWNERS/DEVELOPER - Homebuilders within the District."

RISK FACTORS

THE DISTRICT'S TAX IS LEVIED ONLY ON THE PROPERTY LOCATED WITHIN THE DISTRICT. THEREFORE, THE INVESTMENT SECURITY AND QUALITY OF THE BONDS IS DEPENDENT UPON THE SUCCESSFUL DEVELOPMENT OF PROPERTY LOCATED WITHIN THE DISTRICT AND THE PAYMENT AND COLLECTION OF TAXES LEVIED THEREON.

THE BONDS ARE SUBJECT TO CERTAIN INVESTMENT RISKS. PROSPECTIVE PURCHASERS SHOULD REVIEW THIS ENTIRE OFFICIAL STATEMENT, PARTICULARLY THE SECTION OF THIS OFFICIAL STATEMENT ENTITLED "RISK FACTORS," BEFORE MAKING AN INVESTMENT DECISION.

SELECTED FINANCIAL INFORMATION

(UNAUDITED)

2025 Assessed Taxable Valuation	\$ 69,348,870	(a)
Estimated Taxable Valuation as of July 1, 2025	\$ 143,180,121	(b)
Direct Debt:		
The Bonds	14,315,000	
Total	\$ 14,315,000	
Estimated Overlapping Debt	\$ 8,839,148	(c)
Total Direct and Estimated Overlapping Debt	\$ 23,154,148	(c)
Direct Debt Ratios:		
As a percentage of the 2025 Assessed Taxable Valuation	20.64	%
As a percentage of the Estimated Taxable Valuation as of July 1, 2025	10.00	%
Direct and Estimated Overlapping Debt Ratios:		
As a percentage of the 2025 Assessed Taxable Valuation	33.39	%
As a percentage of the Estimated Taxable Valuation as of July 1, 2025	16.17	%
Utility System Debt Service Fund Balance (as of Date of Delivery)	\$ 1,094,625	(d)
Utility System Capital Projects Fund (as of June 5, 2025)	\$ 8,448	
General Fund Balance (as of June 5, 2025)	\$ 123,301	

- (a) Represents the taxable amount of assessed valuation of taxable properties in the District as of January 1, 2025, as provided by the Brazoria County Appraisal District (the "Appraisal District"). See "TAX DATA" and "TAXING PROCEDURES."
- (b) As of July 1, 2025, provided by the Appraisal District for information purposes only. Represents new construction within the District as of July 1, 2025. This estimate is based upon the same unit value used in the assessed taxable valuation. No taxes will be levied on this estimate. See "TAXING PROCEDURES."
- (c) See "DISTRICT DEBT - Estimated Direct and Overlapping Debt Statement."
- (d) Represents eighteen (18) months of capitalized interest to be deposited into the Utility System Debt Service Fund (herein defined) upon closing of the Bonds. Neither Texas law nor the Bond Resolution (herein defined) requires that the District maintain any particular sum in the Utility System Debt Service Fund (herein defined). Monies in the Utility System Debt Service Fund cannot be used to pay debt service on bonds issued by the District for the Road System (herein defined) and are pledged only to payment of the Bonds.

SELECTED FINANCIAL INFORMATION

(UNAUDITED)

2024 Tax Rate per \$100 of Assessed Taxable Valuation		
Utility System Debt Service	\$	0.000
Road System Debt Service		0.000 (a)
Maintenance and Operations.....		0.900
Total	\$	0.900
Estimated Average Annual Debt Service Requirement (2026-2049)	\$	1,069,837 (b)
Estimated Maximum Annual Debt Service Requirement (2028).....	\$	1,088,950 (b)
Debt Service Tax Rate per \$100 of Assessed Taxable Valuation Required to Pay the Estimated Average Annual Debt Service Requirement on the Bonds (2026-2049) at 95% Tax Collections:		
Based on the 2025 Assessed Taxable Valuation.....	\$	1.63
Based on the Estimated Taxable Valuation as of July 1, 2025	\$	0.79
Debt Service Tax Rate per \$100 of Assessed Taxable Valuation Required to Pay the Estimated Maximum Annual Debt Service Requirement on the Bonds (2028) at 95% Tax Collections:		
Based on the 2025 Assessed Taxable Valuation.....	\$	1.66
Based on the Estimated Taxable Valuation as of July 1, 2025	\$	0.81
Single-Family Homes (including 81 under construction) as of July 1, 2025		284 (c)

-
- (a) The District is authorized to levy two separate taxes to pay the debt service on bonds issued for the Utility System, such as the Bonds, and bonds issued for the Road System. Such taxes are unlimited as to rate or amount.
 - (b) Requirement of debt service on the Bonds. Debt service on the Bonds is a requirement estimate based on the Bonds being sold at an average annual interest rate of 5.25%. See "DISTRICT DEBT - Pro-Forma Debt Service Requirement Schedule."
 - (c) Of the 284 homes completed and under construction as of July 1, 2025, 238 homes were sold to homeowners within the District.

BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 57

(A Political Subdivision of the State of Texas, located within Brazoria County)

**\$14,315,000
Unlimited Tax Bonds
Series 2025**

INTRODUCTION

This Preliminary Official Statement provides certain information in connection with the issuance by Brazoria County Municipal Utility District No. 57 (the "District") of its \$14,315,000 Unlimited Tax Bonds, Series 2025 (the "Bonds").

The Bonds are issued pursuant to: an order of the Texas Commission on Environmental Quality (the "TCEQ"); the general laws of the State of Texas, including Chapters 49 and 54 of the Texas Water Code, as amended, applicable to municipal utility districts created under Section 59, Article XVI, Texas Constitution; a resolution adopted by the Board of Directors of the District (the "Board") on the date of sale of the Bonds (the "Bond Resolution"); and an election held within the boundaries of the District on November 8, 2022.

Certain capitalized terms used in this Official Statement have the same meanings assigned to such terms in the Bond Resolution, except as otherwise indicated herein.

There follow in this Preliminary Official Statement descriptions of the Bonds, the Developer (herein defined), the Bond Resolution and certain information about the District and its finances. All descriptions of documents contained herein are only summaries and are qualified in their entirety by reference to each such document. Copies of such documents may be obtained from Allen Boone Humphries Robinson LLP, 3200 Southwest Freeway, Suite 2600, Houston, Texas 77027, upon payment of the costs of duplication, therefor.

RISK FACTORS

General

The Bonds, which are obligations of the District and not of the State of Texas, Brazoria County, Texas (the "County"); the City of Iowa Colony ("Iowa Colony"), Texas, City of Manvel ("Manvel"), Texas, or any political subdivision other than the District, will be secured by a continuing direct annual ad valorem tax, without legal limitation as to rate or amount, levied against all taxable property located within the District. Therefore, the ultimate security for payment of the principal of and interest on the Bonds depends upon the ability of the District to collect from the property owners within the District taxes levied against all taxable property located within the District, or, in the event taxes are not collected and foreclosure proceedings are instituted by the District, upon the value of the taxable property with respect to taxes levied by the District and by other taxing authorities. The District makes no representations that over the life of the Bonds the property within the District will maintain a value sufficient to justify continued payment of taxes by the property owners. The potential increase in taxable valuation of District property is directly related to the economics of the residential housing industry, not only due to general economic conditions, but also due to the particular factors discussed below. See "DEVELOPMENT OF THE DISTRICT," "TAX DATA" and "TAXING PROCEDURES."

Effects of Hurricane Harvey

The greater City of Houston, Texas, area sustained widespread damage as a result of Hurricane Harvey's landfall along the Texas Gulf Coast on August 25, 2017, and historic levels of rainfall during the succeeding four days. The District is located in the County, which is located on the Texas Gulf Coast.

The District cannot predict the effect that additional extreme weather events may have upon the District and the Gulf Coast. Additional extreme weather events have the potential to cause damage within the District and along the Gulf Coast generally that could have a negative effect on taxable assessed valuations in the District and the economy of the District and the region.

Certain qualified taxpayers, including owners of residential homesteads, located within a disaster area and whose property has been damaged as a direct result of the disaster, are entitled to enter into a tax payment installment agreement with a taxing jurisdiction such as the District if the taxpayer pays at least one-fourth of the tax bill imposed on the property by the delinquency date. The remaining taxes may be paid without penalty or interest in three equal installments within six months of the delinquency date.

Potential Effects of Oil Price Declines on the Houston Area

The economy of the Houston area has, in the past, been particularly affected by adverse conditions in the oil and gas industry, and such conditions and their spillover effects into other industries could result in declines in the demand for residential and commercial property in the Houston area and could reduce or negatively affect property values within the

District. The District cannot predict the impact that negative conditions in the oil industry could have on property values in the District.

Factors Affecting Taxable Values and Tax Payments

Economic Factors: The rate of development of the District is directly related to the vitality of the residential housing industry. New residential housing construction can be significantly affected by factors such as interest rates, construction costs, and consumer demand. Decreased levels of home construction activity would restrict the growth of property values in the District. The District cannot predict the pace or magnitude of any future development or home construction in the District.

Principal Landowner/Developer: There is no commitment by or legal requirement of the principal landowners/developers or any other landowner to the District to proceed at any particular rate or according to any specified plan with the development of land in the District, or of any homebuilder to proceed at any particular pace with the construction of homes in the District. Moreover, there is no restriction on any landowner's right to sell its land. Therefore, the District can make no representation about the probability of future development, if any, or the rate of future home construction activity in the District. Failure to construct taxable improvements on developed lots would restrict the rate of growth of taxable values in the District and result in higher tax rates. See "DEVELOPMENT OF THE DISTRICT," "PRINCIPAL LANDOWNERS/DEVELOPERS" and "TAX DATA – Principal Taxpayers."

Dependence on Principal Taxpayers: The ability of any principal landowner to make full and timely payments of taxes levied against its property by the District and similar taxing authorities will directly affect the District's ability to meet its debt service obligations. As illustrated in this Preliminary Official Statement under the caption "TAX DATA – Principal Taxpayers," the District's principal taxpayers in 2025 own approximately 43.09% of the District's total 2025 Assessed Taxable Valuation of property located within the District. GR-M1 LTD, an entity associated with Rise Communities, LLC (the "Developer"), owns approximately 7.09% or \$4,917,123 of the District's total 2025 Assessed Taxable Valuation of property located within the District. In the event that the Developer, any other taxpayer, or any combination of taxpayers, should default in the payment of taxes in an amount which exceeds the surpluses in the Districts debt service funds, the ability of the District to make timely payment of debt service on the Bonds will be dependent on its ability to enforce and liquidate its tax liens, which is a time-consuming process. Failure to recover or borrow funds in a timely fashion could result in an excessive District tax rate. The District is not required by law or the Bond Resolution to maintain any specified amount of surplus in its interest and sinking fund. See "TAX DATA – Principal Taxpayers" and "TAXING PROCEDURES – Levy and Collection of Taxes."

Maximum Impact on District Tax Rates: Assuming no further development or home construction, the value of the land and improvements currently within the District will be the major determinant of the ability or willingness of property owners to pay their taxes. The 2025 Assessed Taxable Valuation of property located within the District is \$69,348,870 and the Estimated Taxable Valuation as of July 1, 2025, is \$143,180,121. After issuance of the Bonds, the estimated maximum annual debt service requirement on the Bonds will be \$1,088,950 (2028) and the estimated average annual debt service requirement on the Bonds will be \$1,069,837 (2026–2049). Assuming no increase to nor decrease from the 2025 Assessed Taxable Valuation, tax rates of \$1.66 and \$1.63 per \$100 of Assessed Taxable Valuation at a 95% tax collection rate would be necessary to pay the estimated maximum annual debt service requirement and the estimated average annual debt service requirement, respectively. Assuming no increase to nor decrease from the Estimated Taxable Valuation as of July 1, 2025, tax rates of \$0.81 and \$0.79 per \$100 of assessed taxable valuation at 95% tax collection rate would be necessary to pay the estimated maximum annual debt service requirement and the estimated average annual debt service requirement, respectively.

The District can make no representation that the taxable property values in the District will increase in the future or will maintain a value sufficient to support the proposed District tax rate or to justify continued payment of taxes by property owners. The District has levied a total tax rate of \$0.90 per \$100 of assessed valuation for the 2024 tax year. Such rate is composed entirely of a maintenance and operations tax rate of \$0.90 per \$100 of assessed valuation.

Competitive Nature of Residential Housing Market

The housing industry in the City of Houston, Texas, area is very competitive, but the District can give no assurance that the building programs which are planned by any home builder(s) will be continued or completed. The respective competitive position of the homebuilders listed herein and any other developer or homebuilder(s) which might attempt future home building or development projects in the District, the sale of developed lots or in the construction and sale of single-family residential units, are affected by most of the factors discussed in this section, and such competitive positions are directly related to tax revenues received by the District and the growth and maintenance of taxable values in the District.

The demand for and construction of taxable improvements in the District could be affected by competition from other developments near the District. In addition to competition for new single-family home sales from other developments, there are numerous previously-owned single-family homes in more established commercial centers and neighborhoods closer to the City of Houston, Texas that are for sale. Such existing developments could represent additional competition for new

development proposed to be constructed within the District. The competitive position of the Developer or the principal landowners in the sale of land, and the sale or leasing of residences is affected by most of the factors discussed in this section. Such a competitive position is directly related to the growth and maintenance of taxable values in the District and tax revenues to be received by the District. The District can give no assurance that building and marketing programs in the District by the Developer will be implemented or, if implemented, will be successful.

The District is located approximately 22 miles south of the central business district of the City of Houston, Texas. Many of the single-family developments with which the District competes are in a more developed state and have lower taxes. As a result, particularly during times of increased competition, the Developer within the District may be at a competitive disadvantage to the developers in other single-family projects located closer to major urban centers or in a more developed state. See "THE DISTRICT" and "DEVELOPMENT OF THE DISTRICT - Status of Development within the District."

Tax Collection Limitations

The District's ability to make debt service payments may be adversely affected by its inability to collect ad valorem taxes. Under Texas law, the levy of ad valorem taxes by the District constitutes a lien in favor of the District on a parity with the liens of all other state and local taxing authorities on the property against which taxes are levied, and such lien may be enforced by foreclosure. The District's ability to collect ad valorem taxes through such foreclosure may be impaired by (a) cumbersome, time-consuming and expensive collection procedures, (b) a bankruptcy court's stay of tax collection procedures against a taxpayer, (c) market conditions limiting the proceeds from a foreclosure sale of taxable property, or (d) the taxpayer's right to redeem the property within two years of foreclosure for residential homestead and agricultural use property and within six (6) months of foreclosure for other property. While the District has a lien on taxable property within the District for taxes levied against such property, such lien can be foreclosed only in a judicial proceeding. Moreover, the value of property to be sold for delinquent taxes and thereby the potential sales proceeds available to pay debt service on the Bonds, may be limited by among other factors, the existence of other tax liens on the property, by the current aggregate tax rate being levied against the property, or by the taxpayers' right to redeem residential or agricultural use property within two (2) years of foreclosure and all other property within six (6) months of foreclosure. Finally, a bankruptcy court with jurisdiction over bankruptcy proceedings initiated by or against a taxpayer within the District pursuant to Federal Bankruptcy Code could stay any attempt by the District to collect delinquent ad valorem taxes assessed against such taxpayer. See "TAXING PROCEDURES."

Registered Owners' Remedies and Bankruptcy

In the event of default in the payment of principal of or interest on the Bonds, the registered owners of the Bonds (the "Registered Owners") have a right to seek a writ of mandamus requiring the District to levy sufficient taxes each year to make such payments. Except for mandamus, the Bond Resolution does not specifically provide for remedies to protect and enforce the interests of the Registered Owners. There is no acceleration of maturity of the Bonds in the event of default and, consequently, the remedy of mandamus may have to be relied upon from year to year. Although the Registered Owners could obtain a judgment against the District, such a judgment could not be enforced by a direct levy and execution against the District's property. Further, the Registered Owners cannot themselves foreclose on property within the District or sell property within the District in order to pay the principal of and interest on the Bonds. Since there is no trust indenture or trustee, the Registered Owners would have to initiate and finance the legal process to enforce their remedies. The enforceability of the rights and remedies of the Registered Owners may be limited further by laws relating to bankruptcy, reorganization or other similar laws of general application affecting the rights of creditors of political subdivisions such as the District. In this regard, should the District file a petition for protection from creditors under federal bankruptcy laws, the remedy of mandamus or the right of the District to seek judicial foreclosure of its tax lien would be automatically stayed and could not be pursued unless authorized by a federal bankruptcy judge.

Marketability

The District has no understanding (other than the initial reoffering yields) with the winning bidder of the Bonds (the "Initial Purchaser") regarding the reoffering yields or prices of the Bonds and has no control over the trading of the Bonds in the secondary market. Moreover, there is no assurance that a secondary market will be made for the Bonds. If there is a secondary market, the difference between the bid and asked price of the Bonds may be greater than the bid and asked spread of other bonds generally bought, sold, or traded in the secondary market. See "SALE AND DISTRIBUTION OF THE BONDS."

Future Debt

The District reserves in the Bond Resolution the right to issue the remaining \$469,305,000 principal amount of unlimited tax bonds for the purpose of acquiring or constructing, operating and maintaining water, wastewater, and drainage facilities to serve the District (the "Utility System") and \$483,900,000 for the refunding of such bonds; \$344,700,000 principal amount of unlimited tax bonds for the purpose of constructing or acquiring a road system to serve the District (the "Road System") and \$344,700,000 for the refunding of such bonds; and \$163,790,000 principal amount of unlimited tax bonds for

the purpose of constructing parks and recreational facilities to serve the District (the "Park System") and \$163,790,000 for the refunding of such bonds, and such additional bonds as may hereafter be approved by the voters of the District. See "THE BONDS – Issuance of Additional Debt." The District has also reserved the right to issue certain other additional bonds, special project bonds, and other obligations described in the Bond Resolution authorized by the voters of the District, which may be issued by the District from time to time as needed. Issuance of the remaining \$469,305,000 of unlimited tax bonds for the purpose of acquiring or constructing the Utility System and \$483,900,000 for the refunding of such bonds, as well as the \$163,790,000 of unlimited tax bonds for the purpose of acquiring or constructing the Park System to serve the District and \$163,790,000 for the refunding of such bonds, is subject to approval by the TCEQ.

Following the issuance of the Bonds, \$469,305,000 principal amount of unlimited tax bonds for the Utility System; \$344,700,000 principal amount of unlimited tax bonds for the Road System; and \$163,790,000 principal amount of unlimited tax bonds for the Park System will remain authorized and unissued. All refunding bonds remain authorized but unissued. See "THE BONDS – Authority for Issuance."

Following the issuance of the Bonds, the District will owe the Developer approximately \$_____ for expenditures relating to the acquisition or construction of the Utility System, the Road System, and the Park System serving the District. If additional bonds are issued in the future and property values have not increased proportionately, such issuance may increase gross debt-property valuation ratios and thereby adversely affect the investment quality or security of the Bonds. See "THE BONDS – Issuance of Additional Debt."

If the District does issue park bonds, the outstanding principal amount of such bonds may not exceed an amount equal to one percent of the value of the taxable property in the District at the time of issuance, unless effective June 14, 2021, the District meets certain financial feasibility requirements under the TCEQ rules, in which case the outstanding principal amount of such bonds issued by the District may exceed an amount equal to one percent but not greater than three percent of the value of the taxable property in the District.

Continuing Compliance with Certain Covenants

The Bond Resolution contains covenants by the District intended to preserve the exclusion from gross income of interest on the Bonds. Failure of the District to comply with such covenants on a continuous basis prior to maturity of the Bonds could result in interest on the Bonds becoming taxable retroactively to the date of original issuance. See "TAX MATTERS."

Environmental Regulations

Wastewater treatment, water supply, storm sewer facilities and construction activities within the District are subject to complex environmental laws and regulations at the federal, state and local levels that may require or prohibit certain activities that affect the environment, such as:

- Requiring permits for construction and operation of water wells, wastewater treatment and other facilities;
- Restricting the manner in which wastes are treated and released into the air, water and soils;
- Restricting or regulating the use of wetlands or other properties; or
- Requiring remedial action to prevent or mitigate pollution.

Sanctions against a municipal utility district or other type of special purpose district for failure to comply with environmental laws and regulations may include a variety of civil and criminal enforcement measures, including assessment of monetary penalties, imposition of remedial requirements and issuance of injunctions to ensure future compliance. Environmental laws and compliance with environmental laws and regulations can increase the cost of planning, designing, constructing and operating water production and wastewater treatment facilities. Environmental laws can also inhibit growth and development within the District. Further, changes in regulations occur frequently, and any changes that result in more stringent and costly requirements could materially impact the District.

Air Quality Issues. Air quality control measures required by the United States Environmental Protection Agency (the "EPA") and the TCEQ may impact new industrial, commercial and residential development in the Houston area. Under the Clean Air Act ("CAA") Amendments of 1990, the eight-county Houston-Galveston-Brazoria area ("HGB Area")—Harris, Galveston, Brazoria, Chambers, Fort Bend, Waller, Montgomery and Liberty Counties—has been designated a nonattainment area under two separate federal ozone standards: the eight-hour ozone standard of 75 ppb promulgated by the EPA in 2008 (the "2008 Ozone Standard"), and the EPA's most-recent promulgation of an even lower, 70 ppb eight-hour ozone standard in 2015 (the "2015 Ozone Standard"). While the State of Texas has been able to demonstrate steady progress and improvements in air quality in the HGB Area, the HGB Area remains subject to CAA nonattainment requirements.

The HGB Area is currently designated as a "severe" nonattainment area under the 2008 Ozone Standard, with an attainment deadline of July 20, 2027. If the EPA ultimately determines that the HGB Area has failed to meet the attainment deadline based on the relevant data, the area is subject to reclassification to a nonattainment classification that provides for more stringent controls on emissions from the industrial sector. In addition, the EPA may impose a moratorium on the awarding

of federal highway construction grants and other federal grants for certain public works construction projects if it finds that an area fails to demonstrate progress in reducing ozone levels.

The HGB Area is currently designated as a "serious" nonattainment area under the 2015 Ozone Standard, with an attainment deadline of August 3, 2027. For purposes of the 2015 Ozone Standard, the HGB Area consists of only six counties: Brazoria, Chambers, Fort Bend, Galveston, Harris, and Montgomery Counties.

In order to demonstrate progress toward attainment of the EPA's ozone standards, the TCEQ has established a state implementation plan ("SIP") for the HGB Area setting emission control requirements, some of which regulate the inspection and use of automobiles. These types of measures could impact how people travel, what distances people are willing to travel, where people choose to live and work, and what jobs are available in the HGB Area. These SIP requirements can negatively impact business due to the additional permitting/regulatory constraints that accompany this designation and because of the community stigma associated with a nonattainment designation. It is possible that additional controls will be necessary to allow the HGB Area to reach attainment with the ozone standards by the EPA's attainment deadlines. These additional controls could have a negative impact on the HGB Area's economic growth and development.

Water Supply & Discharge Issues. Water supply and discharge regulations that municipal utility districts, including the District, may be required to comply with involve: (1) groundwater well permitting and surface water appropriation; (2) public water supply systems; (3) wastewater discharges from treatment facilities; (4) storm water discharges; and (5) wetlands dredge and fill activities. Each of these is addressed below:

Certain governmental entities regulate groundwater usage in the HGB Area. A municipal utility district or other type of special purpose district that (i) is located within the boundaries of such an entity that regulates groundwater usage, and (ii) relies on local groundwater as a source of water supply, may be subject to requirements and restrictions on the drilling of water wells and/or the production of groundwater that could affect both the engineering and economic feasibility of district water supply projects.

Pursuant to the federal Safe Drinking Water Act ("SDWA") and the EPA's National Primary Drinking Water Regulations ("NPDWRs"), which are implemented by the TCEQ's Water Supply Division, a municipal utility district's provision of water for human consumption is subject to extensive regulation as a public water system. Municipal utility districts must generally provide treated water that meets the primary and secondary drinking water quality standards adopted by the TCEQ, the applicable disinfectant residual and inactivation standards, and the other regulatory action levels established under the agency's rules. The EPA has established NPDWRs for more than ninety (90) contaminants and has identified and listed other contaminants which may require national drinking water regulation in the future. Further, the EPA has established a NPDWR for six (6) Per- and Polyfluoroalkyl Substances ("PFAS"), which requires public water systems to perform certain monitoring and remediation measures. Public water systems may be subject to additional PFAS regulation in the future, which could increase the cost of constructing, operating, and maintaining water production and distribution facilities.

Texas Pollutant Discharge Elimination System ("TPDES") permits set limits on the type and quantity of discharge, in accordance with state and federal laws and regulations. The TCEQ reissued the TPDES Construction General Permit (TXR150000) ("CGP"), with an effective date of March 5, 2023, which is a general permit authorizing the discharge of stormwater runoff associated with small and large construction sites and certain non-stormwater discharges into surface water in the state. The CGP has a 5-year permit term, and is then subject to renewal. Moreover, the Clean Water Act ("CWA") and Texas Water Code require municipal wastewater treatment plants to meet secondary treatment effluent limitations and more stringent water quality-based limitations and requirements to comply with the Texas water quality standards. Any water quality-based limitations and requirements with which a municipal utility district must comply may have an impact on the municipal utility district's ability to obtain and maintain compliance with TPDES permits.

The TCEQ issued the General Permit for Phase II (Small) Municipal Separate Storm Sewer Systems (the "MS4 Permit") on January 24, 2019. The MS4 Permit authorizes the discharge of stormwater to surface water in the state from small municipal separate storm sewer systems. While the District is currently not subject to the MS4 Permit, if the District's inclusion were required at a future date, the District could incur substantial costs to develop, implement, and maintain the necessary plans as well as to install or implement best management practices to minimize or eliminate unauthorized pollutants that may otherwise be found in stormwater runoff in order to comply with the MS4 Permit.

Operations of utility districts, including the District, are also potentially subject to requirements and restrictions under the CWA regarding the use and alteration of wetland areas that are within the "waters of the United States." The District must obtain a permit from the United States Army Corps of Engineers ("USACE") if operations of the District require that wetlands be filled, dredged, or otherwise altered.

On May 25, 2023, the Supreme Court of the United States issued its decision in *Sackett v. EPA*, which clarified the definition of "waters of the United States" and significantly restricted the reach of federal jurisdiction under the CWA. Under the *Sackett* decision, "waters of the United States" includes only geographical features that are described in ordinary parlance as "streams, oceans, rivers, and lakes" and to adjacent wetlands that are indistinguishable from such bodies of water due to

a continuous surface connection. Subsequently, the EPA and USACE issued a final rule amending the definition of “waters of the United States” under the CWA to conform with the Supreme Court’s decision.

While the *Sackett* decision and subsequent legislation removed a great deal of uncertainty regarding the ultimate scope of “waters of the United States” and the extent of EPA and USACE jurisdiction, operations of municipal utility districts, including the District, could potentially be subject to additional restrictions and requirements, including additional permitting requirements, in the future.

2025 Legislative Session

The 89th Regular Legislative Session convened on January 14, 2025, and concluded on June 2, 2025. The Legislature meets in regular session in odd numbered years for 140 days. When the Legislature is not in session, the Governor of Texas (the “Governor”) may call one or more special sessions, at the Governor’s discretion, each lasting no more than 30 days, and for which the Governor sets the agenda. During this time, the Legislature may enact laws that materially change current laws affecting ad valorem tax matters, including rollback elections for maintenance tax increases, and other matters which could adversely affect the marketability or market value of the Bonds. On June 23, 2025, the Governor called a special session to begin on July 21, 2025, which will end no later than August 20, 2025. The agenda released by the Governor for the special session includes, in part, legislation reducing the property tax burden on Texans and legislation imposing spending limits on entities authorized to impose property taxes.” The District can make no representations or predictions regarding any actions the Texas Legislature may take or the effect of any such actions.

Extreme Weather Events

The Texas Gulf Coast area is subject to occasional severe tropical weather events, including tropical storms and hurricanes. If the District were to sustain damage to its facilities requiring substantial repair or replacement or if substantial damage were to occur to taxable property within the District as a result of such a weather event, the investment security of the Bonds could be adversely affected.

The greater Houston area has experienced multiple storms exceeding a 0.2% probability (i.e. “500-year flood” events) since 2015, including Hurricane Harvey (“Harvey”), which made landfall along the Texas Gulf Coast on August 26, 2017, and brought historic levels of rainfall during the successive four days.

If a future weather event significantly damaged all or part of the improvements within the District, the assessed value of property within the District could be substantially reduced, which could result in a decrease in tax revenues and/or necessitate an increase the District’s tax rate. Further, there can be no assurance that a casualty loss to taxable property within the District will be covered by insurance (or that property owners will even carry flood or other casualty insurance), that any insurance company will fulfill its obligation to provide insurance proceeds, or that insurance proceeds will be used to rebuild or repair any damaged improvements within the District. Even if insurance proceeds are available and improvements are rebuilt, there could be a lengthy period in which assessed values within the District could be adversely affected. See “RISK FACTORS – Factors Affecting Taxable Values and Tax Payments – Maximum Impact on District Tax Rates.”

Potential Impact of Natural Disaster

The District is located near the Texas Gulf Coast and, as it has in the past, could be impacted by wide-spread fires, earthquakes, or weather events such as hurricanes, tornadoes, tropical storms, or other severe weather events that could produce high winds, heavy rains, hail, and flooding. In the event that a natural disaster should damage or destroy improvements and personal property in the District, the assessed value of such taxable properties could be substantially reduced, resulting in a decrease in the taxable assessed value of the District or an increase in the District’s tax rates.

There can be no assurance that a casualty will be covered by insurance (certain casualties, including flood, are usually excepted unless specific insurance is purchased), that any insurance company will fulfill its obligation to provide insurance proceeds, or that insurance proceeds will be used to rebuild, repair, or replace any taxable properties in the District that were damaged. Even if insurance proceeds are available and damaged properties are rebuilt, there could a lengthy period in which assessed values in the District would be adversely affected. There can be no assurance the District will not sustain damage from such natural disasters.

Specific Flood Type Risks

The District may be subject to the following flood risks:

Ponding (or Pluvial) Flood. Ponding, or pluvial, flooding occurs when heavy rainfall creates a flood event independent of an overflowing water body, typically in relatively flat areas. Intense rainfall can exceed the drainage capacity of a drainage system, which may result in water within the drainage system becoming trapped and diverted onto streets and nearby property until it is able to reach a natural outlet. Ponding can also occur in a flood pool upstream or behind a dam, levee or reservoir.

Riverine (or Fluvial) Flood. Riverine, or fluvial, flooding occurs when water levels rise over the top of river, bayou or channel banks due to excessive rain from tropical systems making landfall and/or persistent thunderstorms over the same area for extended periods of time. The damage from a riverine flood can be widespread. The overflow can affect smaller rivers and streams downstream, or may sheet-flow over land. Flash flooding is a type of riverine flood that is characterized by an intense, high velocity torrent of water that occurs in an existing river channel with little to no notice. Flash flooding can also occur even if no rain has fallen, for instance, after a levee, dam or reservoir has failed or experienced an uncontrolled release, or after a sudden release of water by a debris or ice jam. In addition, planned or unplanned controlled releases from a dam, levee or reservoir also may result in flooding in areas adjacent to rivers, bayous or drainage systems downstream.

National Weather Service Atlas 14 Rainfall Study

The National Weather Service recently completed a rainfall study known as NOAA Atlas 14, Volume 11 Precipitation-Frequency Atlas of the United States ("Atlas 14"). Floodplain boundaries within the District may be redrawn based on the Atlas 14 study based on a higher statistical rainfall amount, resulting in interim floodplain regulations applying to a larger number of properties and consequently leaving less developable property within the District. Such regulations could additionally result in higher insurance rates, increased development fees, and stricter building codes for any property located within the expanded boundaries of the floodplain.

Approval of the Bonds

The Attorney General of Texas must approve the legality of the Bonds prior to their delivery. The Attorney General of Texas, however, does not pass upon or guarantee the safety of the Bonds as an investment or the adequacy or accuracy of the information contained in this Official Statement.

Bond Insurance Risk Factors

The District has applied for a bond insurance policy to guarantee the scheduled payment of principal and interest on each series of Bonds. The District has yet to determine whether an insurance policy will be purchased with the Bonds. If an insurance policy is purchased, the following are risk factors relating to bond insurance.

In the event of default of the payment of principal or interest with respect to the Bonds when all or some becomes due, any owner of the Bonds shall have a claim under the applicable bond insurance policy on the Bonds, (the "Policy") for such payments. However, in the event of any acceleration of the due date of such principal by reason of mandatory or optional redemption or acceleration resulting from default or otherwise, other than any advancement of maturity pursuant to a mandatory sinking fund payment, the payments are to be made in such amounts and at such times as such payments would have been due had there not been any such acceleration. The Policy does not insure against redemption premium, if any. The payment of principal and interest in connection with mandatory or optional prepayment of the Bonds by the District which is recovered by the District from the bond owner as a voidable preference under applicable bankruptcy law is covered by the insurance policy, however, such payments will be made by the bond insurer at such time and in such amounts as would have been due absent such prepayment by the District unless the bond insurer chooses to pay such amounts at an earlier date.

Under most circumstances, default of payment of principal and interest does not obligate acceleration of the obligations of the bond insurer without appropriate consent. The bond insurer may direct and must consent to any remedies and the bond insurer's consent may be required in connection with amendments to any applicable bond documents.

In the event the bond insurer is unable to make payment of principal and interest as such payments become due under the Policy, the Bonds are payable solely from the moneys received pursuant to the applicable bond documents. In the event the bond insurer becomes obligated to make payments with respect to the Bonds, no assurance is given that such event will not adversely affect the market price of the Bonds or the marketability (liquidity) for the Bonds.

The long-term ratings on the Bonds are dependent in part on the financial strength of the bond insurer and its claim paying ability. The bond insurer's financial strength and claims paying ability are predicated upon a number of factors which could change over time. No assurance is given that the long-term ratings of the bond insurer and of the ratings on the Bonds insured by the bond insurer will not be subject to downgrade and such event could adversely affect the market price of the Bonds or the marketability (liquidity) for the Bonds. See "MUNICIPAL BOND INSURANCE" and "RATINGS."

The obligations of the bond insurer are contractual obligations and in an event of default by the bond insurer, the remedies available may be limited by applicable bankruptcy law or state law related to insolvency of insurance companies.

Neither the District or Initial Purchaser has made independent investigation into the claims paying ability of the bond insurer and no assurance or representation regarding the financial strength or projected financial strength of the bond insurer is given. Thus, when making an investment decision, potential investors should carefully consider the ability of the District to pay principal and interest on the Bonds and the claims paying ability of the bond insurer, particularly over the life of the investment. See "MUNICIPAL BOND INSURANCE" herein for further information provided by the bond insurer and the Policy, which includes further instructions for obtaining current financial information concerning the bond insurer.

THE BONDS

General

The following is a description of some of the terms and conditions of the Bonds, which description is qualified in its entirety by reference to the Bond Resolution. A copy of the Bond Resolution may be obtained from the District upon written request made to the District's Bond Counsel, Allen Boone Humphries Robinson LLP, Phoenix Tower, 3200 Southwest Freeway, Suite 2600, Houston, Texas 77027.

The Bonds are dated September 1, 2025, and accrue interest from the date of delivery which is expected to be on or about September 30, 2025 (the "Date of Delivery"), with interest payable on March 1, 2026, and on each September 1 and March 1 thereafter (each an "Interest Payment Date") until the earlier of maturity or prior redemption. The Bonds are fully registered bonds maturing on September 1 of the years shown under "PRINCIPAL AMOUNTS, MATURITIES, INTEREST RATES AND INITIAL REOFFERING YIELDS" on the inside cover page of this Official Statement. Principal of the Bonds will be payable to the Registered Owners at maturity or redemption upon presentation at the principal payment office of the paying agent/registrars, initially, BOKF, NA, Dallas, Texas (the "Paying Agent/Registrar"). Interest on the Bonds will be payable by check, dated as of the Interest Payment Date, and mailed by the Paying Agent/Registrar to Registered Owners as shown on the records of the Paying Agent/Registrar at the close of business on the 15th calendar day of the month next preceding the Interest Payment Date (the "Record Date") or by such other customary banking arrangements as may be agreed upon by the Paying Agent/Registrar and a Registered Owner at the risk and expense of such Registered Owner.

Book-Entry-Only System

This section describes how ownership of the Bonds is to be transferred and how the principal of and interest on the Bonds are to be paid to and credited by The Depository Trust Company, New York, New York ("DTC"), while the Bonds are registered in its nominee's name. The information in this section concerning DTC and the Book-Entry-Only System has been provided by DTC for use in disclosure documents such as this Official Statement. The District believes the source of such information to be reliable, but takes no responsibility for the accuracy or completeness thereof.

The District cannot and does not give any assurance that (1) DTC will distribute payments of debt service on the Bonds, or redemption or other notices, to DTC Participant, (2) DTC Participants or others will distribute debt service payments paid to DTC or its nominee (as the registered owner of the Bonds), or redemption or other notices, to the Beneficial Owners, or that they will do so on a timely basis, or (3) DTC will serve and act in the manner described in this Official Statement. The current rules applicable to DTC are on file with the Securities and Exchange Commission, and the current procedures of DTC to be followed in dealing with DTC Participants are on file with DTC.

DTC will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be required by an authorized representative of DTC. One fully-registered Bond certificate will be issued for each of the Bonds, each in the aggregate principal amount of such issue, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchase of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by

entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Securities, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

Redemption notices shall be sent to DTC. If less than all of the Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Securities unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to Issue as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Securities are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, principal and interest payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the District or Paying Agent/Registrar, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, Paying Agent/Registrar or the District, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, principal and interest payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the District or Paying Agent/Registrar, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the District or the Paying Agent/Registrar. Under such circumstances, in the event that a successor depository is not obtained, Bond certificates are required to be printed and delivered.

The District may decide to discontinue use of the system of Book-Entry-Only transfers through DTC (or a successor securities depository). In that event, Bond certificates will be printed and delivered to DTC.

The information in the section concerning DTC and DTC's Book-Entry-Only system has been obtained from sources that the District believes to be reliable, but Issuer takes no responsibility for the accuracy thereof.

Use of Certain Terms in Other Sections of this Official Statement

In reading this Preliminary Official Statement it should be understood that while the Bonds are in the book-entry form, references in other sections of this Preliminary Official Statement to registered owners should be read to include the person for which the Participant acquires an interest in the Bonds, but (i) all rights of ownership must be exercised through DTC and the Book-Entry-Only system, and (ii) except as described above, notices that are to be given to registered owners under the Bond Resolution will be given only to DTC.

Successor Paying Agent/Registrar

Provisions are made in the Bond Resolution for replacing the Paying Agent/Registrar. If the District replaces the Paying Agent/Registrar, such Paying Agent/Registrar shall, promptly upon the appointment of a successor, deliver the Paying Agent/Registrar's records to the successor Paying Agent/Registrar, and the successor Paying Agent/Registrar shall act in the same capacity as the previous Paying Agent/Registrar. Any successor Paying Agent/Registrar selected by the District shall be a commercial bank; a trust company organized under the laws of the State of Texas; or other entity duly qualified and legally authorized to serve and perform the duties of the Paying Agent/Registrar for the Bonds.

Registration, Transfer and Exchange

In the event the Book-Entry-Only System is discontinued, the Bonds are transferable only on the bond register kept by the Paying Agent/Registrar upon surrender at the corporate trust office of the Paying Agent/Registrar in Dallas, Texas. A Bond may be assigned by the execution of an assignment form on the Bonds or by other instrument of transfer and assignment acceptable to the Paying Agent/Registrar. At any time after the date of initial delivery, any Bond may be transferred upon its presentation and surrender at the designated offices of the Paying Agent/Registrar, duly endorsed for transfer or accompanied by an assignment duly executed by the Initial Purchaser.

The Bonds are exchangeable upon presentation at the designated office(s) of the Paying Agent/Registrar, for an equal principal amount of Bonds of the same maturity in authorized denominations. To the extent possible, new Bonds issued in exchange or transfer of Bonds will be delivered to the Registered Owner or assignee of the Registered Owner within not more than three (3) business days after the receipt by the Paying Agent/Registrar of the request in proper form to transfer or exchange the Bonds. New Bonds registered and delivered in an exchange or transfer shall be in the denomination of \$5,000 in principal amount for a Bond, or any integral multiple thereof for any one maturity and shall bear interest at the same rate and be for a like aggregate principal or maturity amount as the Bond or Bonds surrendered for exchange or transfer. Neither the Paying Agent/Registrar nor the District is required to issue, transfer, or exchange any Bond during a period beginning at the opening of business on a Record Date and ending at the close of business on the next succeeding Interest Payment Date or to transfer or exchange any Bond selected for redemption, in whole or in part, beginning fifteen (15) calendar days prior to, and ending on the date of the mailing of notice of redemption, or where such redemption is scheduled to occur within thirty (30) calendar days. No service charge will be made for any transfer or exchange, but the District or Paying Agent/Registrar may require payment of a sum sufficient to cover any tax or governmental charge payable in connection therewith.

Redemption of the Bonds

Bonds maturing on September 1, 2031, and thereafter shall be subject to redemption and payment at the option of the District, in whole or from time to time in part, on September 1, 2030, or on any date thereafter, at the par value thereof plus accrued interest to the date fixed for redemption. Notice of the exercise of the reserved right of redemption will be given at least thirty (30) days prior to the redemption date by sending such notice by first class mail to the Registered Owner of each Bond to be redeemed in whole or in part at the address shown on the bond register. If less than all of the Bonds are redeemed at any time, the maturities of the Bonds to be redeemed shall be selected by the District. If less than all of the Bonds of a certain maturity are to be redeemed, the particular Bonds or portions thereof to be redeemed will be selected by the Paying Agent/Registrar prior to the redemption date by such random method as the Paying Agent/Registrar deems fair and appropriate in integral multiples of \$5,000 within any one maturity.

Mutilated, Lost, Stolen or Destroyed Bonds

In the event the Book-Entry-Only System is discontinued, the District has agreed to replace mutilated, destroyed, lost or stolen Bonds upon surrender of the mutilated Bonds to the Paying Agent/Registrar, or receipt of satisfactory evidence of such destruction, loss or theft, and receipt by the District and Paying Agent/Registrar of security or indemnity as may be required by either of them to hold them harmless. The District may require payment of taxes, governmental charges and other expenses in connection with any such replacement.

Authority for Issuance

The Bonds constitute the first series of unlimited tax bonds issued by the District, from the \$483,900,000 principal amount of unlimited tax bonds authorized by District's voters at an election held on November 8, 2022 for the purpose of constructing or acquiring the Utility System and \$483,900,000 for the further purpose of refunding such bonds. The District's voters also authorized \$344,700,000 principal amount of unlimited tax bonds for the purpose of constructing or acquiring the Road System and \$344,700,000 for the further purpose of refunding such bonds and \$163,790,000 principal amount of unlimited tax bonds for the purpose of constructing the Park System and \$163,790,000 for the further purpose of refunding such bonds.

Following the issuance of the Bonds, \$469,305,000 principal amount of unlimited tax bonds for the Utility System; \$344,700,000 principal amount of unlimited tax bonds for the Road System; and \$163,790,000 principal amount of unlimited tax bonds for the Park System will remain authorized and unissued. All refunding bonds remain authorized but unissued. See "THE BONDS - Authority for Issuance."

The Bonds are issued pursuant to: an order of the TCEQ; the general laws of the State of Texas, including Chapters 49 and 54 of the Texas Water Code, as amended, applicable to municipal utility districts created under Section 59, Article XVI, Texas Constitution; a resolution adopted by the Board of Directors of the District (the "Board") on the date of sale of the Bonds (the "Bond Resolution"); and an election held within the boundaries of the District on November 8, 2022.

Short-Term Debt

The District issued its \$7,493,000 Bond Anticipation Note, Series 2024 (the "BAN"), dated December 20, 2024. The BAN matures on December 19, 2025, and accrues interest at a rate of 5.50% per annum, calculated on the basis of 365-day year. The District will use a portion of the proceeds from the sale of the Bonds to redeem the BAN prior to its maturity. Proceeds from the BAN were used to reimburse the Developer for a portion of the improvements and related costs shown under "THE BONDS - Use and Distribution of Proceeds of the Bonds."

Issuance of Additional Debt

The District may issue additional bonds for the Utility System and the Park System, subject to the approval of the TCEQ, and for the Road System, necessary to provide improvements and facilities consistent with the purposes for which the District was created and subject to additional bonding authorization approved by voters in the District. The District's voters have authorized the issuance of \$483,900,000 of unlimited tax bonds for the purpose of acquiring or constructing the Utility System and \$483,900,000 for the refunding of such bonds; \$344,700,000 of unlimited tax bonds for the purpose of acquiring or constructing the Road System and \$344,700,000 for the refunding of such bonds; and \$163,790,000 principal amount of unlimited tax bonds for the purpose of acquiring or constructing the Park System and \$163,790,000 for the refunding of such bonds. The District could authorize additional amounts of each. The Bonds are the first series of bonds issued by the District for the purpose of acquiring or constructing the Utility System.

Following the issuance of the Bonds, \$469,305,000 principal amount of unlimited tax bonds for the purpose of acquiring or constructing the Utility System; \$344,700,000 principal amount of unlimited tax bonds for the purpose of acquiring or constructing the Road System; and \$163,790,000 principal amount of unlimited tax bonds for the purpose of acquiring or constructing the Park System will remain authorized but unissued. All refunding bonds remain authorized but unissued. The Bond Resolution imposes no limitation on the amount of additional parity bonds which may be issued by the District (if authorized by the District's voters and approved by the TCEQ, as needed).

Following the issuance of the Bonds, the District will owe the Developer approximately \$_____ for expenditures relating to the acquisition or construction of the Utility System, the Road System, and the Park System serving the District. If additional bonds are issued in the future and property values have not increased proportionately, such issuance may increase gross debt-property valuation ratios and thereby adversely affect the investment quality or security of the Bonds.

If the District does issue park bonds, the outstanding principal amount of such bonds may not exceed an amount equal to one percent of the value of the taxable property in the District at the time of issuance, unless effective June 14, 2021, the District meets certain financial feasibility requirements under the TCEQ rules, in which case the outstanding principal amount of such bonds issued by the District may exceed an amount equal to one percent but not exceed three percent of the value of the taxable property in the District.

Source of Payment

The Bonds are payable from the proceeds of a continuing, direct annual ad valorem tax, without legal limitation as to rate or amount, levied against all taxable property located within the District. Bonds issued for the Utility System, and for the Road System are each supported by a separate unlimited tax levied by the District.

In the Bond Resolution, the District covenants to levy a sufficient tax to pay principal of and interest on the Bonds, with full allowance being made for delinquencies, costs of collections, Paying Agent/Registrar fees, and fees of the Brazoria County Appraisal District (the "Appraisal District"). Tax proceeds, after deduction for collection costs, will be placed in the Utility System Debt Service Fund and used solely to pay principal of and interest on the Bonds, any additional bonds payable from taxes which may be issued for the Utility System, and fees of the Paying Agent/Registrar. Amounts on deposit in the Utility System Debt Service Fund (defined below) may not be used to pay debt service on bonds issued by the District for the Road System.

The Bonds are obligations solely of the District and are not the obligations of the State of Texas; the County; Iowa Colony; Manvel, or any entity other than the District.

Funds

The Bond Resolution creates the District's fund for debt service on the Bonds, and any additional unlimited tax bonds issued by the District for the Utility System (the "Utility System Debt Service Fund"). The Utility System Debt Service Fund, which constitutes a trust fund for the benefit of the owners of the Bonds, and any additional unlimited tax bonds issued by the District for the Utility System, is to be kept separate from all other funds of the District, and is to be used for payment of debt service on the Bonds, and any of the District's other duly authorized bonds issued for the Utility System payable in whole or in part from taxes. Amounts on deposit in the Utility System Debt Service Fund may also be used to pay the fees and expenses of the Paying Agent/Registrar, to defray the expenses of assessing and collecting taxes levied for payment of interest on and principal of the Bonds, and any additional bonds for the Utility System payable in whole or in part from taxes, and to pay any tax anticipation notes issued, together with interest thereon, as such tax anticipation notes become

due. Amounts on deposit in the Utility System Debt Service Fund may not be used to pay debt service on bonds issued by the District for the Road System.

No Arbitrage

The District will certify, on the date of delivery of the Bonds, that based upon all facts and estimates now known or reasonably expected to be in existence on the date the Bonds are delivered and paid for, the District reasonably expects that the proceeds of the Bonds will not be used in a manner that would cause the Bonds, or any portion of the Bonds, to be "arbitrage bonds" under the Internal Revenue Code of 1986, as amended (the "Code"), and the regulations prescribed thereunder. Furthermore, all officers, employees and agents of the District have been authorized and directed to provide certifications of facts and estimates that are material to the reasonable expectations of the District as of the date the Bonds are delivered and paid for. In particular, all or any officers of the District are authorized to certify to the facts and circumstances and reasonable expectations of the District on the date the Bonds are delivered and paid for regarding the amount and use of the proceeds of the Bonds. Moreover, the District covenants that it shall make such use of the proceeds of the Bonds, regulate investment of proceeds of the Bonds and take such other and further actions and follow such procedures, including, without limitation, calculating the yield on the Bonds, as may be required so that the Bonds shall not become "arbitrage bonds" under the Code and the regulations prescribed from time to time thereunder.

Defeasance

The Bond Resolution provides that the District may discharge its obligations to the Registered Owners of any or all of the Bonds to pay principal, interest and redemption price thereon in any manner permitted by law. Under current Texas law, such discharge may be accomplished either (i) by depositing with the Comptroller of Public Accounts of the State of Texas a sum of money equal to the principal of, premium, if any, and all interest to accrue on the Bonds to maturity or redemption or (ii) by depositing with any place of payment (paying agent) of the Bonds or other obligations of the District payable from revenues or from ad valorem taxes or both, amounts sufficient to provide for the payment and/or redemption of the Bonds; provided that such deposits may be invested and reinvested only in (a) direct noncallable obligations of the United States of America, (b) noncallable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the governing body of the District adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, and (c) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the governing body of the District adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, and which mature and/or bear interest payable at such times and in such amounts as will be sufficient to provide for the scheduled payment and/or redemption of the Bonds.

Upon such deposit as described above, such Bonds shall no longer be regarded as outstanding or unpaid. After firm banking and financial arrangements for the discharge and final payment or redemption of the Bonds have been made as described above, all rights of the District to initiate proceedings to call the Bonds for redemption or take any other action amending the terms of the Bonds are extinguished; provided, however, that the right to call the Bonds for redemption is not extinguished if the District: (i) in the proceedings providing for the firm banking and financial arrangements, expressly reserves the right to call the Bonds for redemption; (ii) gives notice of the reservation of that right to the owners of the Bonds immediately following the making of the firm banking and financial arrangements; and (iii) directs that notice of the reservation be included in any redemption notices that it authorizes.

There is no assurance that the current law will not be changed in the future in a manner which would permit investments other than those described above to be made with amounts deposited to defease the Bonds.

Legal Investment and Eligibility to Secure Public Funds in Texas

The following is from Section 49.186 of the Texas Water Code, and is applicable to the District:

(a) All bonds, notes, and other obligations issued by a district shall be legal and authorized investments for all banks, trust companies, building and loan associations, savings and loan associations, insurance companies of all kinds and types, fiduciaries, and trustees, and for all interest and sinking funds and other public funds of the state, and all agencies, subdivisions, and instrumentalities of the state, including all counties, cities, towns, villages, school districts, and all other kinds and types of districts, public agencies, and bodies politic.

(b) A district's bonds, notes, and other obligations are eligible and lawful security for all deposits of public funds of the state, and all agencies, subdivisions, and instrumentalities of the state, including all counties, cities, towns, villages, school districts, and all other kinds and types of districts, public agencies, and bodies politic, to the extent of the market value of the bonds, notes, and other obligations when accompanied by any unmatured interest coupons attached to them.

The Public Funds Collateral Act (Chapter 2257, Texas Government Code) also provides that bonds of the District (including the Bonds) are eligible as collateral for public funds.

No representation is made that the Bonds will be suitable for or acceptable to financial or public entities for investment or collateral purposes. No representation is made concerning other laws, rules, regulations, or investment criteria which apply to or which might be utilized by any of such persons or entities to limit the acceptability or suitability of the Bonds for any of the foregoing purposes. Prospective purchasers are urged to carefully evaluate the investment quality of the Bonds as to the suitability or acceptability of the Bonds for investment or collateral purposes.

Registered Owners' Remedies

Pursuant to Texas law, the Bond Resolution provides that, in the event the District defaults in the payment of the principal of or interest on any of the Bonds when due, fails to make payments required by the Bond Resolution into the debt service fund, or defaults in the observance or performance of any of the other covenants, conditions or obligations set forth in the Bond Resolution, any Registered Owner shall be entitled to seek a writ of mandamus from a court of competent jurisdiction compelling and requiring the District to make such payments or to observe and perform such covenants, obligations or conditions. Such right is in addition to other rights the Registered Owners may be provided by the laws of the State of Texas.

In the event of default in the payment of principal of or interest on the Bonds, the Registered Owners may seek a writ of mandamus requiring the District to levy adequate taxes to make such payments. Except for the remedy of mandamus, the Bond Resolution does not specifically provide for remedies to a Registered Owner in the event of a District default, nor does it provide for the appointment of a trustee to protect and enforce the interests of the Registered Owners. There is no acceleration of maturity of the Bonds in the event of default and, consequently, the remedy of mandamus may have to be relied upon from year to year. Although the Registered Owners could obtain a judgment against the District, such a judgment could not be enforced by direct levy and execution against the District's property. Further, the Registered Owners cannot themselves foreclose on the property of the District or sell property within the District in order to pay the principal of or interest on the Bonds. The enforceability of the rights and remedies of the Registered Owners may be further limited by laws relating to bankruptcy, reorganization or other similar laws of general application affecting the rights of creditors of political subdivisions such as the District. For example, a Chapter 9 bankruptcy proceeding by the District could delay or eliminate payment of principal or interest to the Registered Owners.

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Use and Distribution of Proceeds of the Bonds

Proceeds of the sale of the Bonds will be used by the District to redeem the BAN, the proceeds of which were used to reimburse the Developer for a portion of the improvements and related costs shown below. Additionally, proceeds from the sale of the Bonds will also be used to reimburse the Developer for the improvements and related costs that were not reimbursed by the BAN and to pay: developer interest; eighteen (18) months of capitalized interest, BAN interest; and other certain costs associated with the issuance of the Bonds.

Non-construction costs are based upon either contract amounts or estimates of various costs by the Engineer (herein defined) and the Financial Advisor (herein defined). The actual amounts to be reimbursed by the District and the non-construction costs will be finalized after the sale of the Bonds and completion of agreed-upon procedures by the District's auditor.

<u>Construction Costs</u>	<u>District's Share</u>
A. <u>Developer Contribution Items</u>	
1. Lift Station No. 1	\$ 1,407,703
2. Inspiration Way, Phase 2 Utility Expansion – W & WW	1,570,988
3. Rodgers Road and Wilson Road – W & WW	434,867
4. Meridiana Commercial Section 14 – WW & D	549,426
5. Meridiana Elementary School Site No. 2 – W, WW, & D	891,630
6. Meridiana, Section 24A – W, WW, & D	557,271
7. Meridiana, Section 24B – W, WW, & D	1,053,831
8. Engineering and Geotechnical (Items No. 1-7)	931,443
9. Storm Water Compliance (Items No. 1-7)	70,165
Total Developer Contribution Items	\$ 7,467,324
B. <u>District Contribution Items</u>	
1. Land Acquisition for Lift Station No. 1, Detention Reserve X (11.4325 acres), and Detention Reserves A-2, B-2, C-2, and D-2	\$ 792,077
2. Land Acquisition for Detention Reserve X (0.5126 acres)	14,185
3. Land Acquisition for Detention Reserve X (0.3782 acres)	8,607
4. Land Acquisition for Detention Reserve X (0.1182 acres)	3,017
5. Land Acquisition for Retail Detention Reserve No. 1 (3.649 acres)	1,653,092
6. Land Acquisition for Brisco Canal Detention Reserve (12.14 acres)	648,447
Total District Contribution Items	\$ 3,119,426
Total Construction Costs (74.48% of BIR)	\$ 10,586,749
<u>Non-Construction Costs</u>	
A. Legal Fees	\$ 331,900
B. Fiscal Agent Fees	291,900
C. Interest	
1. Capitalized Interest (18 months at an estimated 5.00%)	1,094,625
2. Developers Interest (5.00%)	648,103
3. Bond Anticipation Note Interest (5.00%)	374,650
D. Bond Discount (3.00%)	437,850
E. Bond Issuance Expenses	49,258
F. Bond Application Report Cost	63,994
G. BAN Issuance Expenses	170,873
H. Market Study	14,000
I. Operating Expenses	200,900
J. Attorney General Fee (0.10%)	9,500
K. TCEQ Bond Issuance Fee (0.25%)	36,488
Total Non-Construction Costs (26.94% of BIR)	\$ 3,724,041
TOTAL BOND ISSUE REQUIREMENT	\$ 14,315,000

In the instance that approved estimated amounts exceed the actual costs, the difference comprises a surplus which may be expended for approved uses in accordance with the rules of the TCEQ. However, the District cannot and does not guarantee the sufficiency of such funds for such purposes.

THE DISTRICT

Authority

The District was created by order of the TCEQ, dated August 16, 2007, and by a confirmation election held within the District on November 6, 2007, and operates pursuant to Article XVI, Section 59 and Article III, Section 52 of the Constitution of the State of Texas, and Chapters 49 and 54, Texas Water Code, as amended.

The District is empowered, among other things, to purchase, construct, operate, and maintain all works, improvements, facilities, and plants necessary for the supply of water; the collection, transportation, and treatment of wastewater; and the control and diversion of storm water.

The District also is authorized to acquire, construct, develop and maintain park and recreational facilities using operating revenues or by issuing bonds payable from taxes, and to construct roads. In addition, the District is authorized, upon TCEQ and voter approval, to establish, operate and maintain a fire department, independently or with one or more other conservation and reclamation districts, and provide such facilities and services to the customers of the District.

Description

At the time of the confirmation election, the District encompassed 447.471 acres. The District has since annexed 1,159.4383 acres, and thus the total acreage of the District is now 1,606.9093 acres. The District is located wholly within the County, approximately 21 miles south of the Central Business District of the City of Houston, Texas. The District has several tracts located in Manvel and Iowa Colony.

Location

A portion of the District (1,008.5993 acres) in Manvel is located in Brazoria County, in the corporate limits of Manvel and approximately one and half (1.5) miles southeast of the intersection of SH 288 and TX-6. The District is bounded on the south by Masters Rd, the east by the Manvel City Limits and C12 Ditch, the west by Chocolate Bayou, and the north by Clark Road and SH 6. The District is accessed via SH 6; exit Meridiana Parkway.

A portion of the District (598.31 acres) in Iowa Colony is located in Brazoria County, in the corporate limits of Iowa Colony and directly south of the intersection of SH 288 and CR 64 (Davenport Parkway). The District is located on the east and west side of SH 288. The south is bounded by the CR 63 (Airline Road 2 and Airline Road No 2 East). The far east and west side of the District is bounded by various private properties. The District is accessed via CR 64 (Davenport Parkway).

Management of the District

The District is governed by its Board, consisting of five directors who have control over and management supervision of all affairs of the District. All of the directors own property in the District. The directors serve staggered, four-year terms. Elections are held in even-numbered years in May. The current members and officers of the Board are listed below:

Name	Title	Term Expires May
Nick Long	President	2028
Sherman Harrell	Vice President	2026
Robert Wendell	Secretary	2028
Tushunya Peacock	Assistant Secretary	2026
Heather Ping	Assistant Vice President	2028

Investment Policy

The District has adopted an Investment Policy (the "Policy") as required by the Public Funds Investment Act, Chapter 2256, Texas Government Code (the "Act"). The District's goal is to preserve principal and maintain liquidity in a diversified portfolio while securing a competitive yield on its portfolio. Funds of the District are to be invested only in accordance with the Policy. The Policy states that the funds of the District may be invested in short term obligations of the U.S. or its agencies or instrumentalities, in certificates of deposits insured by the Federal Deposit Insurance Corporation ("FDIC") and secured by collateral authorized by the Act, and in TexPool and TexStar, which are public funds investment pools rated in the highest rating category by a nationally recognized rating service. The District does not currently own, nor does it anticipate, the inclusion of long term securities or derivative products in the portfolio.

Consultants

Although the District does not have a general manager or any other full-time employees, it has contracted for utility system operating, bookkeeping, tax assessing and collecting, auditing, engineering, and legal services as follows:

Tax Assessor/Collector: The tax assessor/collector for the District is Assessments of the Southwest, Inc.

Bookkeeper: The District's bookkeeper is Myrtle Cruz, Inc.

Utility System Operator: The District's water and sewer system is operated by Si Environmental, LLC.

Auditor: The District engaged McGrath & Co., PLLC to audit its financial statements for the fiscal year ended March 31, 2024 and 2025. See "APPENDIX A" for financial statements for the fiscal year ended March 31, 2025, related to the District.

Engineer: The District's engineer is Edminster, Hinshaw, Russ and Associates, Inc. (the "Engineer"). Such firm acts as engineer for many residential and commercial developments in Texas.

Bond & General Counsel: The District has engaged Allen Boone Humphries Robinson LLP, Houston, Texas, as general counsel to the District and as bond counsel ("Bond Counsel") in connection with the issuance of the Bonds. The fees to be paid Bond Counsel in connection with the issuance of the Bonds are contingent upon the sale and delivery of the Bonds. See "LEGAL MATTERS."

Disclosure Counsel: The District has engaged Orrick, Herrington & Sutcliffe LLP, Houston, Texas, as disclosure counsel ("Disclosure Counsel") to the District in connection with the issuance of the Bonds. The fees to be paid Disclosure Counsel in connection with the issuance of the Bonds are contingent upon the sale and delivery of the Bonds.

Financial Advisor: Robert W. Baird & Co. Incorporated serves as financial advisor ("Financial Advisor") to the District in connection with the issuance of the Bonds. The Financial Advisor's fee for services rendered with respect to the sale of the Bonds is contingent upon the issuance and delivery of the Bonds. The Financial Advisor is not obligated to undertake, and has not undertaken to make, an independent verification or to assume responsibility for the accuracy, completeness, or fairness of the information in this Official Statement.

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DEVELOPMENT OF THE DISTRICT

The District is one of three municipal utility districts that make up the approximately 3,000-acre master-planned community known as Meridiana. To date, approximately 130.13 acres (483 lots) within the District have been developed as the residential subdivision of Meridiana, Phase 1, Sections 4A East, 5 East, 10, 13A, 14B, 24A, and 24B. In addition, approximately 13.00 acres have been developed as Alvin ISD Elementary School Site No. 2 and approximately 170.62 acres for Alvin ISD Jr. High School. Approximately 259.43 acres are currently being developed as Ellwood Development and 132.15 acres are currently being developed as Rally East Development.

As of July 1, 2025, the District was composed of 203 completed homes, 81 homes under construction and approximately 199 vacant developed lots. Of the 284 homes completed and under construction as of July 1, 2025, 238 homes were sold to homeowners within the District. The remaining land within the District consists of approximately 645.93 undeveloped but developable acres and approximately 139.38 undevelopable acres consisting of easements, rights of way and greenbelts.

Status of Development within the District

The following is a status of construction of single-family housing within the District as of July 1, 2025:

Meridiana, Phase 1	Section Acreage	Platted Lots	Completed Homes	Homes Under Construction	Developed Vacant Lots
Section 4A East	16.01	47	21	8	18
Section 5 East	10.36	37	13	8	16
Section 13A	15.29	57	0	0	72
Section 14A	14.26	68	34	12	11
Section 14B	11.86	66	48	9	11
Section 24A	17.82	78	12	10	44
Section 24B	13.25	58	37	20	21
Totals	130.13	483	38	14	6
Single-Family Developed:	130.13				
Commercial	9.27				
School Acreage:	183.62				
Ellwood Development (a):	259.43				
Rally East Development (a):	132.15				
Under Construction	107.00				
Undevelopable Acres:	139.38				
Remaining Developable Acres:	645.93				
Service Area Total:	1,606.9093				

(a) Two separate developments in the District that will encompass both commercial and residential lots located entirely in Iowa Colony. No active connections are being served.

PRINCIPAL LANDOWNERS/DEVELOPER

Role of the Developer

In general, the activities of a developer in a municipal utility district such as the District include purchasing the land within the District, designing the subdivision, designing the utilities and streets to be constructed in the subdivision, designing any community facilities to be built, defining a marketing program and building schedule, securing necessary governmental approvals and permits for development, arranging for the construction of roads and the installation of utilities (including, in some cases, water, wastewater, and drainage facilities pursuant to the rules of the TCEQ, as well as gas, telephone, and electric service) and selling improved lots and commercial reserves to builders, developers, or other third parties. In most instances, the developer will be required to pay up to thirty percent of the cost of constructing certain of the water, wastewater and drainage facilities in a utility district pursuant to the rules of the TCEQ. The relative success or failure of a developer to perform such activities in development of the property within a utility district may have a profound effect on the security of the unlimited tax bonds issued by a district. A developer is generally under no obligation to a district to develop the property which it owns in a district. Furthermore, there is no restriction on a developer's right to sell any or all of the land which it owns within a district. In addition, a developer is ordinarily a major taxpayer within a municipal utility district during the development phase of the property.

Prospective purchasers of the Bonds should note that the prior real estate experience of a developer should not be construed as an indication that further development within the District will occur, or construction of taxable improvements upon property within the District will occur, or that marketing or leasing of taxable improvements constructed upon property within the District will be successful. Circumstances surrounding development within the District may differ from circumstances surrounding development of other land in several respects, including the existence of different economic conditions, financial arrangements, homebuilders, geographic location, market conditions, and regulatory climate.

Neither the Developer, nor any affiliate entity, is obligated to pay principal of or interest on the Bonds. Furthermore, none of the Developer or its affiliate entities has a binding commitment to the District to carry out any plan of development, and the furnishing of information relating to the proposed development by the Developer or its affiliate entities should not be interpreted as such a commitment. Prospective purchasers are encouraged to inspect the District in order to acquaint themselves with the nature of development that has occurred or is occurring within the District's boundaries.

Principal Landowner/Developer

GR-M1 LTD, an entity associated with the Developer (herein defined) was formed for the purpose of acquiring and holding for investment and sale tracts of land, including the land in the District. The Developer has determined the overall development plan for such land in the District and arranged for the construction of water, sanitary sewer and road facilities within the District. GR-M1 LTD plans to use equity contributions to fund the development of Meridiana.

Rise Communities LLC (the "Developer") is a developer and manager of master-planned, large-scale communities. In addition to developing Meridiana, Rise Communities LLC is also developing Cane Island, an 1,100-acre master-planned community located in the City of Katy, Texas.

Homebuilders within the District

Homebuilders who are active in Meridiana include David Weekley Homes, Drees Custom Homes, Highland Homes, Perry Homes, Coventry Homes, NewMark Homes, Shea Homes, Chesmar Homes, Westin Homes, Toll Brothers, and TriCoast Homes. Prices of new homes being constructed in the District range from the \$270,000s –\$1,000,000+.

JOINT FACILITIES AND INTERCONNECT AGREEMENT

On March 14, 2024, the District ("MUD 57") entered into a Joint Facilities and Interconnect Agreement (the "Joint Agreement") with Brazoria County Municipal Utility District No. 55 ("MUD 55") for the purpose of obtaining a connection for supply of potable water.

MUD 55 has constructed a water plant with available capacity to serve MUD 55 and MUD 57 until MUD 57's water plant is complete, which is expected to be on or before December 31, 2026.

MUD 55 is constructing a wastewater treatment plant ("MUD 55 WWTP") with available capacity to serve MUD 55 and a portion of MUD 57, which is located in the City of Iowa Colony.

MUD 57 will share in their portion of the operation and maintenance expenses related to MUD 55's wastewater treatment plant based on the amount of capacity purchased in the MUD 55 WWTP.

MUD 55 provides wastewater capacity to serve 1,035 ESFCs and water capacity to serve 955 ESFCs for the 259.43 acres of the District which are being developed as "Ellwood Development" and 132.15 acres which are being developed as "Rally East Development" all of which are located in Iowa Colony. Currently, there are no active connections being served.

INTERCONNECT AGREEMENT

On October 10, 2024, MUD 57 entered into an Interconnect Agreement (the "Agreement") with Brazoria County Municipal Utility District No. 56 ("MUD 56") for the purpose of obtaining a connection for supply of potable water.

MUD 56 has constructed a water plant with available capacity to serve MUD 56 and MUD 57 until MUD 57's water plant is complete, which is expected to be on or before December 31, 2026. MUD 56 provides up to 200 ESFCs.

THE UTILITY SYSTEM

Regulation

According to the Engineer, the water distribution and wastewater collection lines constructed by the District have been designed in accordance with accepted engineering practices and the requirements of all governmental agencies having regulatory or supervisory jurisdiction over the construction and operation of such facilities including, among others, the TCEQ, Iowa Colony, Manvel and the County. According to the District's Engineer, the design of all such completed facilities has been approved by all required governmental agencies.

Operation of the District's waterworks and sewer treatment facilities is subject to regulation by, among others, the Environmental Protection Agency and the TCEQ. In many cases, regulations promulgated by these agencies have become effective only recently and are subject to further development and revisions.

Water, Sanitary Sewer and Drainage System

Water Supply: The District's water capacity is provided by a 16-inch waterline interconnect agreement between the District and Brazoria County Municipal Utility District ("BCMUD 56") per the "Interconnect Agreement". Per the stated Interconnect Agreement, MUD 56 agrees to provide MUD 57 with up to 200 ESFCs of water capacity, during the time period required for the construction of the MUD 57 water plant.

The MUD 56 water plant is owned, managed and operated by MUD 56. The water plant has a 1,500 gpm water well, which will adequately serve 2,500 equivalent single-family connections (ESFCs).

MUD 56's water well is permitted and monitored by the Brazoria County Groundwater Conservation District under Permit No. 3243 with a total annual withdraw limit, not to exceed 135,000,000 gallons.

The District has a Joint Facilities and Interconnect Agreement with BCMUD 55 to provide interim water supply up to 955 ESFCs during the interim term until the District's water plant is complete, for the 259.43 acres of the District which are being developed as "Ellwood Development" located within the Iowa Colony.

Wastewater Treatment: The District's wastewater treatment is provided to the District by a 12-inch force main between the District and MUD 55 per the Joint Facilities Agreement. Per the Joint Facilities Agreement, MUD 55 agrees to provide MUD 57 wastewater capacity up to 1,035 ESFCs. The MUD 55 wastewater treatment plant is a 0.399 MGD facility leased and operated by MUD 55 and wastewater capacity can serve 1,330 ESFCs based on the City of Iowa Colony criteria of 300 gpd/ESFC for design purposes.

MUD 55 is currently expanding the plant to a 980,000 gpd wastewater treatment facility with one permanent wwtp with a capacity of 0.50 mgd. According to the Engineer, the ultimate phase of the facility will be adequate to serve 4,083 ESFCs, based on the re-rate to 240 gpd/ESFCs.

Storm Water Drainage Facilities: The District is located within the Westfork of Chocolate Bayou and Unit 101-05-00 watersheds. Prior to development, surface drainage was accomplished by overland flow and natural drainage ditches or swales that outfall into Westfork of Chocolate Bayou and Unit 101-05-00. Westfork of Chocolate Bayou and Unit 101-05-00 are Drainage District ("BCDD5") maintained channels.

The District contains storm water detention basins that are designed in accordance with BCDD5 and Manvel and Iowa Colony standards. The basin system has an outfall location into Westfork of Chocolate Bayou. Storm sewer pipe includes 24-Inch to 60-Inch CI III R/G, RCP Storm Sewer, instead of 60-Inch HDPE, and 6-Foot by 6-foot to 7-Foot by 6-foot RCB missing.

Neither BCDD5 nor Manvel or Iowa Colony has any requirements for storm water quality facilities.

100-Year Flood Plain

The portion of the District within Manvel lies partially within the published FEMA/FIRM 100-year Floodplain Map No. 48039C0110K, dated December 30, 2020 and Map No. 48039C0130K, Panel 130 of 925, dated December 30, 2020.

All floodplain within the portion of the District in Manvel will be contained within the limits of Chocolate Bayou and detention facilities. Any floodplain currently located within future developable acreage will be removed with a Letter of Map Revision based on Fill (LOMR-F).

The portion of the District within Iowa Colony lies partially within the published FEMA/FIRM 100-year Floodplain Map No. 48039C0120K, Panel 120 of 925, dated December 30, 2020.

All floodplain within the portion of the District in Iowa Colony will be contained within the limits of North Hayes Creek and detention facilities. Any floodplain currently located within future developable acreage will be removed with a Letter of Map Revision based on Fill (LOMR-F).

THE ROAD SYSTEM

The Road System serves residents of the District by providing access to the major thoroughfares and collectors within the Meridiana development and surrounding area. The major thoroughfares and collectors serving the District include Meridiana Parkway, Discovery Drive and Iowa Colony Boulevard. Discovery Drive and Iowa Colony Boulevard act as collectors by conveying residents of the District to the major thoroughfare of Meridiana Parkway which connects to the State Highway 288 to the west. The District will finance, design and construct the Road System in phases as development progresses. The Road System will ultimately be owned, operated and maintained by Iowa Colony and Manvel as the phases are constructed and accepted by Iowa Colony and Manvel. The District does not intend to maintain or operate the roads once they are accepted by Iowa Colony and Manvel.

General Fund Operating Statement

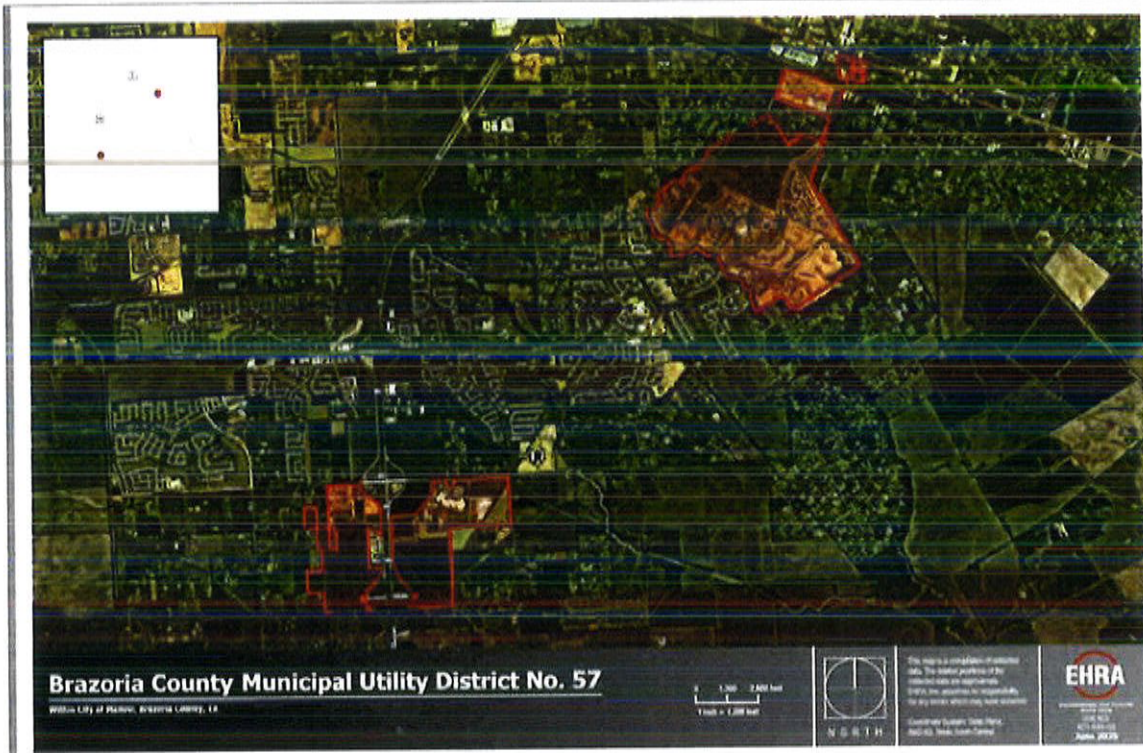
The following statement sets forth in condensed form the historical results of operations of the District's System. Such summary has been prepared by the Financial Advisor for inclusion herein, based upon information obtained from the District's March 31, 2023 and March 31, 2024 audited financial statements. The draft audit for the fiscal year end March 31, 2025 included below. Reference is made to such statement for further and more complete information. See "APPENDIX A."

FISCAL YEAR END MARCH 31

	<u>2025 (a)</u>	<u>2024</u>	<u>2023</u>	<u>2022</u>	<u>2021</u>
REVENUES					
Water Service	\$ 35,402	\$ 3,926	\$ 535	\$ -	\$ -
Sewer Service	29,644	1,068	-	-	-
Property Taxes	62,276	51,226	-	-	-
Penalties and interest	2,317	-	-	-	-
Groundwater pumpage fees	119	29	4	-	-
Tap Connection and Inspection	407,100	47,878	1,865	-	-
Miscellaneous	1,947	6,500	965	-	90
Investment Earnings	<u>23,482</u>	<u>17,370</u>	<u>714</u>	<u>1</u>	<u>8</u>
TOTAL REVENUES	<u>\$ 569,069</u>	<u>\$ 127,997</u>	<u>\$ 4,083</u>	<u>\$ 1</u>	<u>\$ 98</u>
EXPENDITURES					
Purchased Services	\$ -	\$ -	\$ -	\$ -	\$ -
Professional Fees	367,441	213,196	192,857	141,194	-
Contracted Services	82,339	62,073	11,362	17,188	-
Repairs and Maintenance	148,246	7,595	3,379	-	-
Utilities	1,435	-	-	-	-
Administrative	57,561	27,262	25,892	21,877	-
Other	78,040	5,609	4,866	-	3
Capital Outlay	359,222	-	-	-	-
TOTAL EXPENDITURES	<u>\$ 1,094,284</u>	<u>\$ 315,735</u>	<u>\$ 238,356</u>	<u>\$ 180,269</u>	<u>\$ -</u>
Excess Revenues (Expenditures)	\$ (419,633)	\$ (187,738)	\$ (234,273)	\$ (180,258)	\$ 95
Other Financing Sources (Uses):					
Developer Advances	\$ 231,953	\$ -	\$ 189,000	\$ 174,000	\$ -
Capital Recovery Fees	-	-	<u>872,666</u>	-	-
Net Change in Fund Balance	\$ 187,680	\$ (187,738)	\$ 827,393	\$ (6,258)	\$ 95
Balance, Beg of Year	\$ 634,688	\$ 822,426	\$ (4,967)	\$ 1,291	\$ 1,196
Balance, End of Year	<u>\$ 822,368</u>	<u>\$ 634,688</u>	<u>\$ 822,426</u>	<u>\$ (4,967)</u>	<u>\$ 1,291</u>

(a) Unaudited financial statements provided by the District's Auditor from April 1, 2024 - March 31, 2025.

AERIAL PHOTOGRAPH OF THE DISTRICT
(June 2025)



PHOTOGRAPHS TAKEN WITHIN THE DISTRICT
(June 2025)



DISTRICT DEBT

Pro-Forma Debt Service Requirement Schedule

The following schedule sets forth the debt service requirements on the principal and estimated interest requirement on the Bonds, assuming an interest rate of 5.25%. Totals may not sum due to rounding.

Calendar Year	The Bonds		
	Principal	Interest	Debt Service
2026	\$ -	\$ 693,085	\$ 693,085
2027	335,000	751,538	1,086,538
2028	355,000	733,950	1,088,950
2029	370,000	715,313	1,085,313
2030	390,000	695,888	1,085,888
2031	410,000	675,413	1,085,413
2032	435,000	653,888	1,088,888
2033	455,000	631,050	1,086,050
2034	480,000	607,163	1,087,163
2035	505,000	581,963	1,086,963
2036	530,000	555,450	1,085,450
2037	560,000	527,625	1,087,625
2038	590,000	498,225	1,088,225
2039	620,000	467,250	1,087,250
2040	650,000	434,700	1,084,700
2041	685,000	400,575	1,085,575
2042	720,000	364,613	1,084,613
2043	760,000	326,813	1,086,813
2044	800,000	286,913	1,086,913
2045	840,000	244,913	1,084,913
2046	885,000	200,813	1,085,813
2047	930,000	154,350	1,084,350
2048	980,000	105,525	1,085,525
2049	1,030,000	54,075	1,084,075
Total	\$ 14,315,000	\$ 11,361,085	\$ 25,676,085

Estimated Average Annual Debt Service Requirement on the Bonds (2026–2049)	\$ 1,069,837
Estimated Maximum Annual Debt Service Requirement on the Bonds (2028)	\$ 1,088,950

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Bonded Indebtedness

2025 Assessed Taxable Valuation	\$ 69,348,870	(a)
Estimated Taxable Valuation as of July 1, 2025.....	\$ 143,180,121	(c)
Direct Debt:		
The Bonds	<u>14,315,000</u>	
Total	\$ 14,315,000	
Estimated Overlapping Debt	<u>\$ 8,839,148</u>	(d)
Total Direct and Estimated Overlapping Debt.....	\$ 23,154,148	(d)
Direct Debt Ratios:		
As a percentage of the 2025 Assessed Taxable Valuation	20.64	%
As a percentage of the Estimated Taxable Valuation as of July 1, 2025	10.00	%
Direct and Estimated Overlapping Debt Ratios:		
As a percentage of the 2025 Assessed Taxable Valuation	33.39	%
As a percentage of the Estimated Taxable Valuation as of July 1, 2025	16.17	%
Utility System Debt Service Fund Balance (as of Date of Delivery)	\$ 1,094,625	(e)
Utility System Capital Projects Fund (as of June 5, 2025).....	\$ 8,448	
General Fund Balance (as of June 5, 2025).....	\$ 123,301	

- (a) Represents the taxable amount of assessed valuation of taxable properties in the District as of January 1, 2025, as provided by the Brazoria County Appraisal District (the "Appraisal District"). See "TAX DATA" and "TAXING PROCEDURES."
- (b) As of July 1, 2025, provided by the Appraisal District for information purposes only. Represents new construction within the District as of July 1, 2025. This estimate is based upon the same unit value used in the assessed taxable valuation. No taxes will be levied on this estimate. See "TAXING PROCEDURES."
- (c) See "DISTRICT DEBT - Estimated Direct and Overlapping Debt Statement."
- (d) Represents eighteen (18) months of capitalized interest to be deposited into the Utility System Debt Service Fund (herein defined) upon closing of the Bonds. Neither Texas law nor the Bond Resolution (herein defined) requires that the District maintain any particular sum in the Utility System Debt Service Fund (herein defined). Monies in the Utility System Debt Service Fund cannot be used to pay debt service on bonds issued by the District for the Road System (herein defined) and are pledged only to payment of the Bonds.

Estimated Direct and Overlapping Debt Statement

Other governmental entities whose boundaries overlap the District have outstanding bonds payable from ad valorem taxes. The following statement of direct and estimated overlapping ad valorem tax debt was developed from information contained in *Texas Municipal Reports* published by the Municipal Advisory Council of Texas, or other available information. Except for the amount relating to the District, the District has not independently verified the accuracy or completeness of such information, and no person is entitled to rely upon such information as being accurate or complete. Furthermore, certain of the entities listed below may have issued additional bonds since the dates stated in this table, and such entities may have programs requiring the issuance of substantial amounts of additional bonds, the amount of which cannot presently be determined. Political subdivisions overlapping the District are authorized by Texas law to levy and collect ad valorem taxes for operation, maintenance or general revenue purposes in addition to taxes for payment of their debt, and some are presently levying and collecting such taxes.

Taxing Jurisdiction	Outstanding Debt	Estimated Overlapping	
	as of July 31, 2025	Percent	Amount
Brazoria County, Texas	\$ 226,118,313	0.12%	\$ 282,605
Alvin Independent School District	951,950,000	0.44%	4,217,379
Alvin Community College District	17,050,000	0.32%	55,066
City of Manvel, Texas	95,610,00	3.20%	3,060,360
City of Iowa Colony, Texas	13,110,000	9.33%	<u>1,223,738</u>
Total Estimated Overlapping Debt			<u>\$ 8,839,148</u>
The District			<u>\$ 14,315,000 (a)</u>
Total Direct & Estimated Overlapping Debt			<u>\$ 23,154,148 (b)</u>

(a) The Bonds.

(b) Includes the Bonds.

Debt Ratios

	Percentage of 2025 Assessed Taxable Valuation	Percentage of Estimate of Value July 1, 2025
Direct Debt (a)	20.64%	10.00%
Total Direct and Estimated Overlapping Debt (a)	33.39%	16.17%

(a) The Bonds.

TAXING PROCEDURES

Authority to Levy Taxes

The Board is authorized to levy an annual ad valorem tax, without legal limitation as to rate or amount, on all taxable property within the District in sufficient amount to pay the principal of and interest on the Bonds and any additional Utility System bonds payable from taxes which the District may hereafter issue (see "RISK FACTORS - Future Debt"), and to pay the expenses of assessing and collecting such taxes. The Board is also authorized to levy an annual ad valorem tax, without legal limitation as to rate or amount, on all taxable property within the District in sufficient amount to pay the principal of and interest on any Road System bonds payable from taxes which the District may hereafter issue, and to pay the expenses of assessing and collecting such taxes. The District agrees in the Bond Resolution to levy such a tax from year to year as described more fully above under "THE BONDS - Source of Payment." Under Texas law, the Board may also levy and collect annual ad valorem taxes for the operation and maintenance of the District and the Utility System and for the payment of certain contractual obligations. See "TAX DATA - Maintenance Tax."

Property Tax Code and County-Wide Appraisal District

Title I of the Texas Tax Code (the "Property Tax Code") specifies the taxing procedures of all political subdivisions of the State of Texas, including the District. Provisions of the Property Tax Code are complex and are not fully summarized herein. The Property Tax Code requires, among other matters, county-wide appraisal and equalization of taxable property values and establishes in each county of the State of Texas an appraisal district with the responsibility for recording and appraising property for all taxing units within a county and an appraisal review board with responsibility for reviewing and equalizing

the values established by the Appraisal District. The Appraisal District has the responsibility of appraising property for all taxing units within the County, including the District. Such appraisal values will be subject to review and change by the Brazoria County Appraisal Review Board (the "Appraisal Review Board"). The appraisal roll, as approved by the Appraisal Review Board, will be used by the District in establishing its tax rolls and tax rate.

Property Subject to Taxation by the District

Except for certain exemptions provided by Texas law, all real property, tangible personal property held or used for the production of income, mobile homes and certain categories of intangible personal property with a tax situs in the District are subject to taxation by the District. Principal categories of exempt property include, but are not limited to: property owned by the State of Texas or its political subdivisions, if the property is used for public purposes; property exempt from ad valorem taxation by federal law; certain household goods, family supplies and personal effects; certain goods, wares, and merchandise in transit; certain farm products owned by the producer; certain property of charitable organizations, youth development associations, religious organizations, and qualified schools; designated historical sites; and most individually-owned automobiles. In addition, the District may by its own action exempt residential homesteads of persons 65 years or older and certain disabled persons, to the extent deemed advisable by the Board. The District may be required to offer such exemptions if a majority of voters approve same at an election. The District would be required to call an election upon petition by twenty percent (20%) of the number of qualified voters who voted in the preceding election. The District is authorized by statute to disregard exemptions for the disabled and elderly if granting the exemption would impair the District's obligation to pay tax supported debt incurred prior to adoption of the exemption by the District. Furthermore, the District must grant exemptions to disabled veterans or the surviving spouse or children of a deceased veteran who died while on active duty in the armed forces, if requested, but only to the maximum extent of between \$5,000 and \$12,000 depending upon the disability rating of the veteran claiming the exemption. A veteran who receives a disability rating of 100% is entitled to an exemption for the full value of the veteran's residence homestead. Furthermore, qualifying surviving spouses of persons 65 years of age and older are entitled to receive a resident homestead exemption equal to the exemption received by the deceased spouse. Additionally, subject to certain conditions, the surviving spouse of a disabled veteran who is entitled to an exemption for the full value of the veteran's residence homestead is also entitled to an exemption from taxation of the total appraised value of the same property to which the disabled veteran's exemption applied.

A partially disabled veteran or certain surviving spouses of partially disabled veterans are entitled to an exemption from taxation of a percentage of the appraised value of their residence homestead in an amount equal to the partially disabled veteran's disability rating if the residence homestead was donated by a charitable organization. This exemption will also apply to a residence homestead that was donated by a charitable organization at some cost to such veterans. Also, the surviving spouse of a member of the armed forces who was killed in action is entitled to an exemption of the total appraised value of the surviving spouse's residence homestead if the surviving spouse has not remarried since the service member's death and said property was the service member's residence homestead at the time of death. Such exemption may be transferred to a subsequent residence homestead of the surviving spouse, if the surviving spouse has not remarried, in an amount equal to the exemption received on the prior residence in the last year in which such exemption was received.

The surviving spouse of a first responder who is killed or fatally injured in the line of duty is entitled to an exemption of the total appraised value of the surviving spouse's residence homestead if the surviving spouse has not remarried since the first responder's death, and said property was the first responder's residence homestead at the time of death. Such exemption would be transferred to a subsequent residence homestead of the surviving spouse, if the surviving spouse has not remarried, in an amount equal to the exemption received on the prior residence in the last year in which such exemption was received.

Residential Homestead Exemptions: The Property Tax Code authorizes the governing body of each political subdivision in the State to exempt up to twenty percent (20%) of the appraised market value of residential homesteads from ad valorem taxation. Where ad valorem taxes have previously been pledged for the payment of debt, the governing body of a political subdivision may continue to levy and collect taxes against the exempt value of the homesteads until the debt is discharged, if the cessation of the levy would impair the obligations of the contract by which the debt was created. The adoption of a homestead exemption may be considered each year, but must be adopted by before July 1. The District has never adopted a homestead exemption. See "TAX DATA."

Freeport Goods and Goods-in-Transit Exemption: A "Freeport Exemption" applies to goods, wares, ores, and merchandise other than oil, gas, and petroleum products (defined as liquid and gaseous materials immediately derived from refining petroleum or natural gas), and to aircraft or repair parts used by a certified air carrier acquired in or imported into Texas which are destined to be forwarded outside of Texas and which are detained in Texas for assembling, storing, manufacturing, processing or fabricating for less than 175 days. Although certain taxing units may take official action to tax such property in transit and negate such exemption, the District does not have such an option. A "Goods-in-Transit" Exemption is applicable to the same categories of tangible personal property which are covered by the Freeport Exemption, if, for tax year 2013 and prior applicable years, such property is acquired in or imported into Texas for assembling, storing, manufacturing, processing, or fabricating purposes and is subsequently forwarded to another location inside or outside of Texas not later than 175 days after acquisition or importation, and the location where said property is detained during that

period is not directly or indirectly owned or under the control of the property owner. For tax year 2012 and subsequent years, such Goods-in-Transit Exemption includes tangible personal property acquired in or imported into Texas for storage purposes only if such property is stored under a contract of bailment by a public warehouse operator at one or more public warehouse facilities in Texas that are not in any way owned or controlled by the owner of such property for the account of the person who acquired or imported such property. A property owner who receives the Goods-in-Transit Exemption is not eligible to receive the Freeport Exemption for the same property. Local taxing units such as the District may, by official action and after public hearing, tax goods-in-transit property. A taxing unit must exercise its option to tax goods-in-transit property before January 1 of the first tax year in which it proposes to tax the property at the time and in the manner prescribed by applicable law. The District has taken official action to allow taxation of all such goods-in-transit personal property for all prior and subsequent years.

Tax Abatement

The County may designate all or part of the area within the District as a reinvestment zone. Thereafter, the County, the City and the District, at the option and discretion of each entity, may enter into tax abatement agreements with owners of property within the zone. Prior to entering into a tax abatement agreement, each entity must adopt guidelines and criteria for establishing tax abatement which each entity will follow in granting tax abatement to owners of property. The tax abatement agreements may exempt from ad valorem taxation by each of the applicable taxing jurisdictions, including the District, for a period of up to ten (10) years, all or any part of any increase in the assessed valuation of property covered by the agreement over its assessed valuation in the year in which the agreement is executed on the condition that the property owner make specified improvements or repairs to the property in conformity with the terms of the tax abatement. Each taxing jurisdiction has discretion to determine terms for its tax abatement agreements without regard to the terms approved by the other taxing jurisdictions. At this time, the County has not designated any of the area within the District as a reinvestment zone.

Valuation of Property for Taxation

Generally, property in the District must be appraised by the Appraisal District at market value as of January 1 of each year. Once an appraisal roll is prepared and finally approved by the Appraisal Review Board, it is used by the District in establishing its tax rolls and tax rate. Assessments under the Property Tax Code are to be based on one hundred percent (100%) of market value, as such is defined in the Property Tax Code. Nevertheless, certain land may be appraised at less than market value, as such is defined in the Property Tax Code. The Texas Constitution limits increases in the appraised value of residence homesteads to 10 percent annually regardless of the market value of the property.

The Property Tax Code permits land designated for agricultural use, open space or timberland to be appraised at its value based on the land's capacity to produce agricultural or timber products rather than at its fair market value. The Property Tax Code permits under certain circumstances that residential real property inventory held by a person in the trade or business be valued at the price all of such property would bring if sold as a unit to a purchaser who would continue the business. Provisions of the Property Tax Code are complex and are not fully summarized here. Landowners wishing to avail themselves of the agricultural use, open space or timberland designation or residential real property inventory designation must apply for the designation and the appraiser is required by the Property Tax Code to act on each claimant's right to the designation individually. A claimant may waive the special valuation as to taxation by one political subdivision while claiming it for another. If a claimant receives the agricultural use designation and later loses it by changing the use of the property or selling it to an unqualified owner, the District can collect taxes based on the new use, including taxes for the previous three years for agricultural use, open space land, and timberland.

The Property Tax Code requires the Appraisal District to implement a plan for periodic reappraisal of property to update appraisal values. The plan must provide for appraisal of all property in the Appraisal District at least once every three years. It is not known what frequency of reappraisals will be utilized by the Appraisal District or whether reappraisals will be conducted on a zone or county-wide basis. The District, however, at its expense, has the right to obtain from the Appraisal District a current estimate of appraised values within the District or an estimate of any new property or improvements within the District. While such current estimate of appraised values may serve to indicate the rate and extent of growth of taxable values within the District, it cannot be used for establishing a tax rate within the District until such time as the Appraisal District chooses to formally include such values on its appraisal roll.

The Property Tax Code provides for a temporary exemption from ad valorem taxation of a portion of the appraised value of certain property that is at least 15% physically damaged by a disaster and located within an area declared to be a disaster area by the governor of the State of Texas. This temporary exemption is automatic if the disaster is declared prior to a taxing unit, such as the District, adopting its tax rate for the tax year. A taxing unit, such as the District, may authorize the exemption at its discretion if the disaster is declared after the taxing unit has adopted its tax rate for the tax year. The amount of the exemption is based on the percentage of damage and is prorated based on the date of the disaster. Upon receipt of an application submitted within the eligible timeframe by a person who qualifies for a temporary exemption under the Property Tax Code, the Appraisal District is required to complete a damage assessment and assign a damage assessment rating to determine the amount of the exemption. The temporary exemption amounts established in the Property Tax Code

range from 15% for property less than 30% damaged to 100% for property that is a total loss. Any such temporary exemption granted for disaster-damaged property expires on January 1 of the first year in which the property is reappraised.

During the 2nd Special Session, convened on June 27, 2023, the Texas Legislature passed Senate Bill 2 ("SB 2"), which, among other things, includes provisions that prohibit an appraisal district from increasing the appraised value of real property during the 2024 tax year on non-homestead properties (the "Subjected Property") whose appraised values are not more than \$5,000,000 (the "Maximum Property Value") to an amount not to exceed the lesser of: (1) the market value of the Subjected Property for the most recent tax year that the market value was determined by the appraisal office or (2) the sum of: (a) 20 percent of the appraised value of the Subjected Property for the preceding tax year; (b) the appraised value of the Subjected Property for the preceding tax year; and (c) the market value of all new improvements to the Subjected Property. After the 2024 tax year, through December 31, 2026, the Maximum Property Value may be increased or decreased by the product of the preceding state fiscal year's increase or decrease in consumer price index, as applicable, to the Maximum Property Value. SB 2 was signed into law by the Governor of Texas (the "Governor") on July 22, 2023. The provisions described hereinabove took effect January 1, 2024, after the constitutional amendment proposed by H.J.R. 2, 88th Legislature, 2nd Called Session, 2023, was approved by voters at an election held on November 7, 2023.

District and Taxpayer Remedies

Under certain circumstances, taxpayers and taxing units, including the District, may appeal orders of the Appraisal Review Board by filing a timely petition for review in district court. In such event, the property value in question may be determined by the court, or by a jury, if requested by any party. Additionally, taxing units may bring suit against the Appraisal District to compel compliance with the Property Tax Code.

The Property Tax Code sets forth notice and hearing procedures for certain tax rate increases by the District and provides for taxpayer referenda which could result in the repeal of certain tax increases. The Property Tax Code also establishes a procedure for notice to property owners of reappraisals reflecting increased property values, appraisals that are higher than renditions and appraisals of property not previously on an appraisal roll.

Levy and Collection of Taxes

The District is responsible for the levy and collection of its taxes unless it elects to transfer such functions to another governmental entity. The rate of taxation is set by the Board, after the legally required notice has been given to owners of property within the District, based upon: a) the valuation of property within the District as of the preceding January 1, and b) the amount required to be raised for debt service, maintenance purposes, and authorized contractual obligations. Taxes are due October 1, or when billed, whichever comes later, and become delinquent if not paid before February 1 of the year following the year in which imposed. A delinquent tax incurs a penalty of six percent (6%) of the amount of the tax for the first calendar month it is delinquent, plus one percent (1%) for each additional month or portion of a month the tax remains unpaid prior to July 1 of the year in which it becomes delinquent. If the tax is not paid by July 1 of the year in which it becomes delinquent, the tax incurs a total penalty of twelve percent (12%) regardless of the number of months the tax has been delinquent and incurs an additional penalty for collection costs of an amount established by the District and a delinquent tax attorney. A delinquent tax on personal property incurs an additional penalty, in an amount established by the District and a delinquent tax attorney, 60 days after the date the taxes become delinquent. The delinquent tax accrues interest at a rate of one percent (1%) for each month or portion of a month it remains unpaid. The Property Tax Code makes provisions for the split payment of taxes, discounts for early payment and the postponement of the delinquency date of taxes under certain circumstances which, at the option of the District, which may be rejected by taxing units. The District's tax collector is required to enter into an installment payment agreement with any person who is delinquent on the payment of tax on a residence homestead for payment of tax, penalties and interest, if the person requests an installment agreement and has not entered into an installment agreement with the collector in the preceding 24 months. The installment agreement must provide for payments to be made in monthly installments and must extend for a period of at least 12 months and no more than 36 months. Additionally, the owner of a residential homestead property who is (i) sixty-five (65) years of age or older, (ii) disabled, or (iii) a disabled veteran, is entitled by law to pay current taxes on a residential homestead in installments without penalty or to defer the payment of taxes during the time of ownership. In the instance of tax deferral, a tax lien remains on the property and interest continues to accrue during the period of deferral.

Tax Payment Installments After Disaster

Certain qualified taxpayers, including owners of residential homesteads, located within a designated disaster area or emergency area and whose property has been damaged as a direct result of the disaster or emergency, are entitled to enter into a tax payment installment agreement with a taxing jurisdiction, such as the District, if the taxpayer pays at least one-fourth of the tax bill imposed on the property by the delinquency date. The remaining taxes may be paid without penalty or interest in three equal installments within six months of the delinquency date.

Additionally, the Property Tax Code authorizes a taxing jurisdiction such as the District, solely at the jurisdiction's discretion to adopt a similar installment payment option for taxes imposed on property that is located within a designated disaster

area or emergency area and is owned or leased by certain qualified business entities, regardless of whether the property has been damaged as a direct result of the disaster or emergency.

Rollback of Operation and Maintenance Tax Rate

Chapter 49 of the Texas Water Code, as amended, classifies districts differently based on the current operation and maintenance tax rate or on the percentage of projected build-out that a district has completed. Districts that have adopted an operation and maintenance tax rate for the current year that is 2.5 cents or less per \$100 of taxable value are classified herein as "Special Taxing Units." Districts that have financed, completed, and issued bonds to pay for all land, improvements and facilities necessary to serve at least 95% of the projected build-out of the district are classified as "Developed Districts." Districts that do not meet either of the classifications previously discussed can be classified herein as "Developing Districts." The impact each classification has on the ability of a district to increase its maintenance and operations tax rate is described for each classification below. Debt service cannot be reduced by a rollback election held within any of the districts described below.

Special Taxing Units

Special Taxing Units that adopt a total tax rate that would impose more than 1.08 times the amount of the total tax imposed by such district in the preceding tax year on a residence homestead appraised at the average appraised value of a residence homestead in the district, subject to certain homestead exemptions, are required to hold an election within the district to determine whether to approve the adopted total tax rate. If the adopted total tax rate is not approved at the election, the total tax rate for a Special Taxing Unit is the current year's debt service and contract tax rate plus the operation and maintenance tax rate that would impose 1.08 times the amount of operation and maintenance tax imposed by the District in the preceding tax year on a residence homestead appraised at the average appraised value of a resident homestead in the District in that year, subject to certain homestead exemptions.

Developed Districts

Developed Districts that adopt a total tax rate that would impose more than 1.035 times the amount of the total tax imposed by the district in the preceding tax year on a residence homestead appraised at the average appraised value of a residence homestead in the district, subject to certain homestead exemptions, plus any unused increment rates, as calculated and described in Section 26.013 of the Property Tax Code, are required to hold an election within the district to determine whether to approve the adopted total tax rate. If the adopted total tax rate is not approved at the election, the total tax rate for a Developed District is the current year's debt service and contract tax rate plus the operation and maintenance tax rate that would impose 1.035 times the amount of operation and maintenance tax imposed by the district in the preceding year on a residence homestead appraised at the average appraised value of a residence homestead in the district in that year, subject to certain homestead exemptions, plus any unused increment rates. In addition, if any part of a Developed District lies within an area declared for disaster by the Governor of Texas or President of the United States, alternative procedures and rate limitations may apply for a temporary period. If a district qualifies as both a Special Taxing Unit and a Developed District, the district will be subject to the operation and maintenance tax threshold applicable to Special Taxing Units.

Developing Districts

Districts that do not meet the classification of a Special Taxing Unit or a Developed District can be classified as Developing Districts. The qualified voters of these districts, upon the Developing District's adoption of a total tax rate that would impose more than 1.08 times the amount of the total tax imposed by such district in the preceding tax year on a residence homestead appraised at the average appraised value of a residence homestead in the district, subject to certain homestead exemptions, are authorized to petition for an election to reduce the operation and maintenance tax rate. If an election is called and passes, the total tax rate for Developing Districts is the current year's debt service and contract tax rate the operation and maintenance tax rate that would impose 1.08 times the amount of operation and maintenance tax imposed by the District in the preceding tax year on a residence homestead appraised at the average appraised value of a resident homestead in the District in that year, subject to certain homestead exemptions.

The District

For the 2024 tax year, the District made the determination of its status as a Developing District. A determination as to the District's status as a Special Taxing Unit, Developed District or Developing District will be made by the Board of Directors on an annual basis, in September or October of each year. The District cannot give any assurances as to what its classification will be at any point in time or whether the District's future tax rates will result in a total tax rate that will reclassify the District into a new classification and new election calculation.

District's Rights in the Event of Tax Delinquencies

Taxes levied by the District are a personal obligation of the owner of the property as of January 1 of the year in which the tax is imposed. On January 1 of each year, a tax lien attaches to property to secure the payment of all taxes, penalties and interest ultimately imposed for the year on the property. The lien exists in favor of the State and each taxing unit, including

the District, having the power to tax the property. The District's tax lien is on a parity with the tax liens of other such taxing units. A tax lien on real property takes priority over the claims of most creditors and other holders of liens on the property encumbered by the tax lien, whether or not the debt or lien existed before the attachment of the tax lien; however, whether a lien of the United States is on a parity with or takes priority over a tax lien of the District is determined by federal law. Personal property, under certain circumstances, is subject to seizure and sale for the payment of delinquent taxes, penalty and interest.

At any time after taxes on property become delinquent, the District may file suit to foreclose the lien securing payment of the tax, to enforce personal liability for the tax, or both. In filing a suit to foreclose a tax lien on real property, the District must join other taxing units that have claims for delinquent taxes against all or part of the same property. Collection of delinquent taxes may be adversely affected by the amount of taxes owed to other taxing units, by the effects of market conditions on the foreclosure sale price, by taxpayer redemption rights or by bankruptcy proceedings which restrict the collection of taxpayer debts. A taxpayer may redeem property within two years for residential and agricultural property and six months for commercial property and all other types of property after the purchaser's deed at the foreclosure sale is filed in the county records.

TAX DATA

General

All taxable property within the District is subject to the assessment, levy and collection by the District of a continuing, direct annual ad valorem tax without legal limitation as to rate or amount, sufficient to pay principal of and interest on the Bonds (see "TAXING PROCEDURES"). The Board has in its Bond Resolution covenanted to assess and levy for each year that all or any part of the Bonds remain outstanding and unpaid a tax ample and sufficient to produce funds to pay the principal of and interest on the Bonds (see "THE BONDS" and "RISK FACTORS"). The District has levied a total tax rate of \$0.90 per \$100 of assessed valuation for the 2024 tax year. Such rate is composed entirely of a maintenance and operations tax rate of \$0.90 per \$100 of assessed valuation.

Tax Rate Limitation

Debt Service:	Unlimited (no legal limit as to rate or amount).
Maintenance:	\$1.50 per \$100 assessed taxable valuation.
Maintenance Tax Roads:	\$0.25 per \$100 assessed taxable valuation.

Maintenance Tax

The Board has the statutory authority to levy and collect an annual ad valorem tax for maintenance of the District's improvements if such maintenance tax is authorized by vote of the District's electors. The Board is authorized by the District's voters to levy such maintenance tax in an amount not to exceed \$1.50 per \$100 of assessed valuation. Such tax, when levied, is in addition to taxes which the District is authorized to levy for paying principal of and interest on the Bonds and any parity bonds which may be issued in the future. See "Tax Rate Distribution" below.

Additional Penalties

The District has contracted with a delinquent tax attorney to collect certain delinquent taxes. In connection with that contract, the District can establish an additional penalty of twenty percent (20%) of the tax to defray the costs of collection. This 20% penalty applies to taxes that either: (1) become delinquent on or after February 1 of a year, but not later than June 1 of that year, and that remain delinquent on April 1 (for personal property) and July 1 (for real property) of the year in which they become delinquent or (2) become delinquent on or after June 1, pursuant to the Texas Tax Code.

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Tax Rate Calculations

The tax rate calculations set forth below are presented to indicate the tax rates per \$100 of assessed taxable valuation which would be required to meet certain debt service requirements of the Bonds if no growth in the District's tax base occurs beyond the 2025 Assessed Taxable Valuation (\$69,348,870) or the Estimated Taxable Assessed Valuation as of July 1, 2025 (\$143,180,121). The calculations assume collection of 95% of taxes levied, the sale of the Bonds but not the sale of any additional bonds by the District.

Estimated Average Annual Debt Service Requirement (2026-2049)	\$ 1,069,837
Debt Service Tax Rate of \$1.63 on the 2025 Assessed Taxable Valuation	\$ 1,073,867
Debt Service Tax Rate of \$0.79 on the Estimated Taxable Valuation as of July 1, 2025.....	\$ 1,074,567
Estimated Maximum Annual Debt Service Requirement (2028).....	\$ 1,088,950
Debt Service Tax Rate of \$1.66 on the 2025 Assessed Taxable Valuation	\$ 1,093,632
Debt Service Tax Rate of \$0.81 on the Estimated Taxable Valuation as of July 1, 2025.....	\$1,101,771

Estimated Overlapping Taxes

Property within the District is subject to taxation by several taxing authorities in addition to the District. Under Texas law, if ad valorem taxes levied by a taxing authority become delinquent, a lien is created upon the property which has been taxed. A tax lien on property in favor of the District is on a parity with tax liens of other taxing jurisdictions. In addition to ad valorem taxes required to make debt service payments on bonded debt of the District and of such other jurisdictions (see "DISTRICT DEBT - Estimated Direct and Overlapping Debt Statement"), certain taxing jurisdictions are authorized by Texas law to assess, levy and collect ad valorem taxes for operation, maintenance, administrative and/or general revenue purposes.

Set forth below is an estimation of all taxes per \$100 of assessed valuation levied by such jurisdictions. No recognition is given to local assessments for civic association dues, emergency medical service contributions, fire department contributions or any other charges made by entities other than political subdivisions. The following chart includes the 2024 taxes per \$100 of assessed valuation levied by all such taxing jurisdictions. No prediction can be made of the tax rates that will be levied in future years by the respective taxing jurisdictions.

<u>Taxing Jurisdictions</u>	<u>2024 Tax Rate Per \$100 of A.V.</u>
The District	\$ 0.900000
City of Iowa Colony, Texas	0.519209 (a)
City of Manvel, Texas	0.560000
Brazoria County Drainage District No. 5	0.104079
Brazoria County Emergency Services District No. 3	0.077459
Brazoria County, Texas	0.261625
Alvin Community College	0.155988
Alvin Independent School District	1.170000
Road and Bridge Fund	<u>0.041921</u>
Total	<u>\$ 3.271072 (b)</u>

(a) Not included in the total tax rate calculation.

(b) This illustrates the highest tax rate possible for a property owner in the District. A property owner will either be taxed by the City of Manvel or the City of Iowa Colony. For illustrative purposes, the total tax rate includes the City of Manvel's 2024 levied tax rate.

Historical Tax Collections

Tax Year	Assessed Valuation	Tax Rate Per \$100 (a)	Adjusted Levy	% of Collections Current Year	For the Current Year Ended September 30	% of Collections as of 07/31/25
2023	\$ 5,691,671	0.9000	\$ 51,225	100.00%	2024	100.00%
2024	6,922,504	0.9000	62,303	100.00%	2025	100.00%

(a) Tax rate per \$100 of taxable value. See "Tax Rate Distribution" below.

Tax Rate Distribution

	<u>2024</u>	<u>2023</u>
Utility System Debt Service	\$ 0.000	\$ 0.000
Road System Debt Service	0.000	0.000
Maintenance	<u>0.900</u>	<u>0.900</u>
Total	<u>\$ 0.900</u>	<u>\$ 0.900</u>

Assessed Taxable Valuation Summary

The following represents the types of property comprising the District assessed taxable value for each of the 2023-2025 tax years.

Type of Property	2025 Assessed Valuation	2024 Assessed Valuation	2023 Assessed Valuation
Land	\$35,923,331	\$ 7,469,989	\$ 7,304,512
Improvements	55,181,741	19,660,880	3,100
Personal Property	308,090	-	-
Exemptions	<u>(22,064,292)</u>	<u>(20,208,365)</u>	<u>(1,615,941)</u>
Total	<u>\$ 69,348,870</u>	<u>\$ 6,922,504</u>	<u>\$ 5,691,671</u>

Principal Taxpayers

The following are the principal taxpayers in the District as shown on the District's certified appraisal rolls for the 2025 tax year.

Taxpayer	Type of Property	Assessed Taxable Valuation 2025 Tax Roll
Westin Homes And Properties LP	Land & Improvements	\$ 5,638,200
GR-M1 LTD (a)	Land & Improvements	4,917,123
Highland Homes Houston LLC	Land & Improvements	4,344,490
Weekley Homes LLC	Land & Improvements	4,259,600
Perry Homes LLC	Land & Improvements	4,106,360
GC Manvel East LP	Land & Improvements	2,520,000
Chesmar Homes LLC	Land & Improvements	1,515,960
Drees Custom Homes LP	Land & Improvements	1,272,040
Homeowner	Land & Improvements	675,200
Homeowner	Land & Improvements	<u>636,560</u>
Total		<u>\$ 29,885,533</u>
Percent of Respective Tax Roll		43.09%

(a) See "PRINCIPAL LANDOWNERS/DEVELOPER."

LEGAL MATTERS

Legal Opinions

Delivery of the Bonds will be accompanied by the approving legal opinion of the Attorney General of Texas to the effect that the Bonds are valid and legally binding obligations of the District under the Constitution and laws of the State of Texas payable from the proceeds of an annual ad valorem tax levied, without legal limit as to rate or amount, upon all taxable property within the District and based upon their examination of a transcript of certified proceedings relating to the issuance and sale of the Bonds; the approving legal opinion of Bond Counsel, to a like effect, and to the effect that, under existing law, interest on the Bonds is excludable from gross income for federal income tax purposes and interest on the Bonds is not subject to the alternative minimum tax on individuals; however, such interest is taken into account in determining the annual adjusted financial statement income of applicable corporations for the purpose of determining the alternative minimum tax imposed on corporations.

Bond Counsel has reviewed the information appearing in this Official Statement under "THE BONDS (except for information under the subheadings "Book-Entry-Only System," "Use and Distribution of Proceeds of the Bonds," "THE DISTRICT - Authority," "TAXING PROCEDURES," "LEGAL MATTERS," "TAX MATTERS" and "CONTINUING DISCLOSURE OF INFORMATION" solely to determine whether such information, insofar as it relates to matters of law, is true and correct and whether such information fairly summarizes matters of law and the provisions of the documents referred to therein. Bond Counsel has not, however, independently verified any of the factual information contained in this Official Statement nor has it conducted an investigation of the affairs of the District for the purpose of passing upon the accuracy or completeness of this Official Statement. No person is entitled to rely upon Bond Counsel's limited participation as an assumption of responsibility for or an expression of opinion of any kind with regard to the accuracy or completeness of any information contained herein.

Allen Boone Humphries Robinson LLP, also serves as general counsel to the District on matters other than the issuance of bonds. The legal fees paid to Bond Counsel for services rendered in connection with the issuance of the Bonds are based on a percentage of the bonds actually issued, sold and delivered and, therefore, such fees are contingent upon the sale and delivery of the Bonds.

The various legal opinions to be delivered concurrently with the delivery of the Bonds express the professional judgment of the attorneys rendering the opinions as to the legal issues explicitly addressed therein. In rendering a legal opinion, the attorney does not become an insurer or guarantor of the expression of professional judgment, of the transaction opined upon, or of the future performance of the parties to the transaction, nor does the rendering of an opinion guarantee the outcome of any legal dispute that may arise out of the transaction.

No-Litigation Certificate

The District will furnish the Initial Purchaser a certificate, executed by the President and Secretary of the Board, and dated as of the date of delivery of the Bonds, that to their knowledge, no litigation is pending or threatened affecting the validity of the Bonds, or the levy and/or collection of taxes for the payment thereof, or the organization or boundaries of the District, or the title of the officers thereof to their respective offices.

No Material Adverse Change

The obligations of the Purchasers to take and pay for the Bonds, and of the District to deliver the Bonds, are subject to the condition that, up to the time of delivery of and receipt of payment for the Bonds, there shall have been no material adverse change in the condition (financial or otherwise) of the District subsequent to the date of sale from that set forth or contemplated in the Preliminary Official Statement, as it may have been supplemented or amended through the date of sale.

TAX MATTERS

The following discussion of certain federal income tax considerations is for general information only and is not tax advice. Each prospective purchaser of the Bonds should consult its own tax advisor as to the tax consequences of the acquisition, ownership and disposition of the Bonds.

Tax Exemption

In the opinion of Allen Boone Humphries Robinson LLP, Bond Counsel, under existing law, interest on the Bonds (i) is excludable from gross income for federal income tax purposes under section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), and (ii) is not an item of tax preference for purposes of the alternative minimum tax on individuals.

The Code imposes a number of requirements that must be satisfied for interest on state or local obligations, such as the Bonds, to be excludable from gross income for federal income tax purposes. These requirements include limitations on the use of bond proceeds and the source of repayment of bonds, limitations on the investment of bond proceeds prior to expenditure, a requirement that excess arbitrage earned on the investment of bond proceeds be paid periodically to the

United States and a requirement that the issuer file an information report with the Internal Revenue Service (the "Service"). The District has covenanted in the Bond Resolution that it will comply with these requirements.

Bond Counsel's opinion will assume continuing compliance with the covenants of the Bond Resolution pertaining to those sections of the Code that affect the excludability of interest on the Bonds from gross income for federal income tax purposes and, in addition, will rely on representations by the District and other parties involved with the issuance of the Bonds with respect to matters solely within the knowledge of the District and such parties, which Bond Counsel has not independently verified. If the District fails to comply with the covenants in the Bond Resolution or if the foregoing representations are determined to be inaccurate or incomplete, interest on the Bonds could become includable in gross income from the date of delivery of the Bonds, regardless of the date on which the event causing such inclusion occurs.

Bond Counsel will express no opinion as to the amount or timing of interest on the Bonds or, except as stated above, any federal, state or local tax consequences resulting from the receipt or accrual of interest on, or acquisition, ownership or disposition of, the Bonds. Certain actions may be taken or omitted subject to the terms and conditions set forth in the Bond Resolution upon the advice or with the approving opinion of Bond Counsel. Bond Counsel will express no opinion with respect to Bond Counsel's ability to render an opinion that such actions, if taken or omitted, will not adversely affect the excludability of interest of the Bonds from gross income for federal income tax purposes.

Bond Counsel's opinions are based on existing law, which is subject to change. Such opinions are further based on Bond Counsel's knowledge of facts as of the date thereof. Bond Counsel assumes no duty to update or supplement its opinions to reflect any facts or circumstances that may thereafter come to Bond Counsel's attention or to reflect any changes in any law that may thereafter occur or become effective. Moreover, Bond Counsel's opinions are not a guarantee of result and are not binding on the Service; rather, such opinions represent Bond Counsel's legal judgment based upon its review of existing law and in reliance upon the representations and covenants referenced above that it deems relevant to such opinions. The Service has an ongoing audit program to determine compliance with rules that relate to whether interest on state or local obligations is includable in gross income for federal income tax purposes. No assurance can be given as to whether the Service will commence an audit of the Bonds. If an audit is commenced, in accordance with its current published procedures the Service is likely to treat the District as the taxpayer, and the Owners of the Bonds may not have a right to participate in such audit. Public awareness of any future audit of the Bonds could adversely affect the value and liquidity of the Bonds, regardless of the ultimate outcome of the audit.

Not Qualified Tax-Exempt Obligations

The Bonds will not be designated "qualified tax-exempt obligations" for financial institutions.

Additional Federal Income Tax Considerations

Collateral Tax Consequences

Prospective purchasers of the Bonds should be aware that the ownership of tax-exempt obligations may result in collateral federal income tax consequences, including but not limited to those noted below. Therefore, prospective purchasers of the Bonds should consult their own tax advisors as to the tax consequences of the acquisition, ownership and disposition of the Bonds.

An "applicable corporation" (as defined in section 59(k) of the Code) may be subject to a 15 percent alternative minimum tax imposed under section 55 of the Code on its "adjusted financial statement income" (as defined in section 56A of the Code) for such taxable year. Because interest on tax-exempt obligations, such as the Bonds, is included in a corporation's "adjusted financial statement income," ownership of the Bonds could subject certain corporations to alternative minimum tax consequences.

Ownership of tax-exempt obligations also may result in collateral federal income tax consequences to financial institutions, life insurance and property and casualty insurance companies, certain S corporations with Subchapter C earnings and profits, individual recipients of Social Security or Railroad Retirement benefits, taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry tax-exempt obligations, low and middle income taxpayers otherwise qualifying for the health insurance premium assistance credit and individuals otherwise qualifying for the earned income tax credit. In addition, certain foreign corporations doing business in the United States may be subject to the "branch profits tax" on their effectively connected earnings and profits, including tax-exempt interest such as interest on the Bonds.

Prospective purchasers of the Bonds should also be aware that, under the Code, taxpayers are required to report on their returns the amount of tax-exempt interest, such as interest on the Bonds, received or accrued during the year.

Tax Accounting Treatment of Original Issue Premium

If the issue price of any maturity of the Bonds exceeds the stated redemption price payable at maturity of such Bonds, such Bonds (the "Premium Bonds") are considered for federal income tax purposes to have "bond premium" equal to the amount

of such excess. The basis of a Premium Bond in the hands of an initial owner is reduced by the amount of such excess that is amortized during the period such initial owner holds such Premium Bond in determining gain or loss for federal income tax purposes. This reduction in basis will increase the amount of any gain or decrease the amount of any loss recognized for federal income tax purposes on the sale or other taxable disposition of a Premium Bond by the initial owner. No corresponding deduction is allowed for federal income tax purposes for the reduction in basis resulting from amortizable bond premium. The amount of bond premium on a Premium Bond that is amortizable each year (or shorter period in the event of a sale or disposition of a Premium Bond) is determined using the yield to maturity on the Premium Bond based on the initial offering price of such Premium Bond.

The federal income tax consequences of the purchase, ownership and redemption, sale or other disposition of Premium Bonds that are not purchased in the initial offering at the initial offering price may be determined according to rules that differ from those described above. All owners of Premium Bonds should consult their own tax advisors with respect to the determination for federal, state, and local income tax purposes of amortized bond premium upon the redemption, sale or other disposition of a Premium Bond and with respect to the federal, state, local, and foreign tax consequences of the purchase, ownership, and sale, redemption or other disposition of such Premium Bonds.

Tax Accounting Treatment of Original Issue Discount

If the issue price of any maturity the Bonds is less than the stated redemption price payable at maturity of such Bonds (the "OID Bonds"), the difference between (i) the amount payable at the maturity of each OID Bond, and (ii) the initial offering price to the public of such OID Bond constitutes original issue discount with respect to such OID Bond in the hands of any owner who has purchased such OID Bond in the initial public offering of the Bonds. Generally, such initial owner is entitled to exclude from gross income (as defined in section 61 of the Code) an amount of income with respect to such OID Bond equal to that portion of the amount of such original issue discount allocable to the period that such OID Bond continues to be owned by such owner. Because original issue discount is treated as interest for federal income tax purposes, the discussions regarding interest on the Bonds under the captions "TAX MATTERS - Tax Exemption" and "TAX MATTERS - Additional Federal Income Tax Considerations - Collateral Tax Consequences" and "—Tax Legislative Changes" generally apply and should be considered in connection with the discussion in this portion of the Official Statement.

In the event of the redemption, sale or other taxable disposition of such OID Bond prior to stated maturity, however, the amount realized by such owner in excess of the basis of such OID Bond in the hands of such owner (adjusted upward by the portion of the original issue discount allocable to the period for which such OID Bond was held by such initial owner) is includable in gross income.

The foregoing discussion assumes that (i) the Underwriter has purchased the Bonds for contemporaneous sale to the public and (ii) all of the OID Bonds have been initially offered, and a substantial amount of each maturity thereof has been sold, to the general public in arm's-length transactions for a price (and with no other consideration being included) not more than the initial offering prices thereof stated on the inside cover page of this Official Statement. Neither the District nor Bond Counsel has made any investigation or offers any assurance that the OID Bonds will be offered and sold in accordance with such assumptions.

Under existing law, the original issue discount on each OID Bond accrues daily to the stated maturity thereof (in amounts calculated as described below for each six-month period ending on the date before the semiannual anniversary dates of the date of the Bonds and ratably within each such six-month period) and the accrued amount is added to an initial owner's basis for such OID Bond for purposes of determining the amount of gain or loss recognized by such owner upon the redemption, sale or other disposition thereof. The amount to be added to basis for each accrual period is equal to (i) the sum of the issue price and the amount of original issue discount accrued in prior periods multiplied by the yield to stated maturity (determined on the basis of compounding at the close of each accrual period and properly adjusted for the length of the accrual period) less (ii) the amounts payable as current interest during such accrual period on such Bond.

The federal income tax consequences of the purchase, ownership, and redemption, sale or other disposition of OID Bonds that are not purchased in the initial offering at the initial offering price may be determined according to rules that differ from those described above. All owners of OID Bonds should consult their own tax advisors with respect to the determination for federal, state, and local income tax purposes of interest accrued upon redemption, sale or other disposition of such OID Bonds and with respect to the federal, state, local and foreign tax consequences of the purchase, ownership, redemption, sale or other disposition of such OID Bonds.

Tax Legislative Changes

Current law may change so as to directly or indirectly reduce or eliminate the benefit of the excludability of interest on the Bonds from gross income for federal income tax purposes.

Any proposed legislation, whether or not enacted, could also affect the value and liquidity of the Bonds. Prospective purchasers of the Bonds should consult with their own tax advisors with respect to any recently enacted, proposed, pending or future legislation.

CONTINUING DISCLOSURE OF INFORMATION

In the Bond Resolution, the District has made the following agreement for the benefit of the holders and beneficial owners of the Bonds. The District is required to observe these agreements so long as it remains obligated to advance funds to pay the Bonds. Under the agreement, the District will be obligated to provide certain updated financial information and operating data annually, as well as timely notice of specified events, to the Municipal Securities Rulemaking Board or any successor to its function as a repository (the "MSRB"), through its Electronic Municipal Market Access ("EMMA") system.

Annual Reports

The District will provide certain financial information and operating data to the MSRB through EMMA.

The information to be updated with respect to the District includes all quantitative financial information and operating data of the general type included in this OFFICIAL STATEMENT in "APPENDIX A (the District's Audited Financial Statements)." The District will update and provide this information within six months after the end of each fiscal year ending in or after 2025. Any financial statements so provided shall be prepared in accordance with generally accepted accounting principles or other such principles as the District may be required to employ from time to time pursuant to state law or regulation, and audited if the audit report is completed within the period during which it must be provided. If the audit report is not complete within such period, then the District shall provide unaudited financial statements for the applicable period to the MSRB within such six month period, and audited financial statements when the audit report becomes available.

Any information so provided shall be prepared in accordance with generally accepted accounting principles or other such principles as the District may be required to employ from time to time pursuant to state law or regulation, and audited if the audit report is completed within the period during which it must be provided. If the audit report is not complete within such period, then the District shall provide unaudited financial statements for the applicable fiscal year to the MSRB within such six month period, and audited financial statements when and if the audit report becomes available. The District's current fiscal year end is March 31. Accordingly, it must provide updated information by the last day in September in each year, unless the District changes its fiscal year. If the District changes its fiscal year, it will notify the MSRB of the change.

Event Notices

The District will provide timely notices of certain events to the MSRB, but in no event will such notices be provided to the MSRB in excess of ten business days after the occurrence of an event. The District will provide notice of any of the following events with respect to the Bonds: (1) principal and interest payment delinquencies; (2) non-payment related defaults, if material; (3) unscheduled draws on debt service reserves reflecting financial difficulties; (4) unscheduled draws on credit enhancements reflecting financial difficulties; (5) substitution of credit or liquidity providers, or their failure to perform; (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax-exempt status of the Bonds, or other material events affecting the tax-exempt status of the Bonds; (7) modifications to rights of beneficial owners of the Bonds, if material; (8) bond calls, if material, and tender offers; (9) defeasances; (10) release, substitution, or sale of property securing repayment of the Bonds, if material; (11) rating changes; (12) bankruptcy, insolvency, receivership or similar event of the District or other obligated person within the meaning of the Rule; (13) consummation of a merger, consolidation, or acquisition involving the District or other obligated person within the meaning of the Rule, or the sale of all or substantially all of the assets of the District or other obligated person, within the meaning of the Rule, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; (14) appointment of a successor or additional trustee or the change of name of a trustee, if material; (15) incurrence of a financial obligation of the District or obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the District or obligated person, any of which affect security holders, if material; and (16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of the financial obligation of the District or obligated person, any of which reflect financial difficulties. The terms "obligated person" and "financial obligation" when used in this paragraph shall have the meanings ascribed to them under SEC Rule 15c2-12 (the "Rule"). The term "material" when used in this paragraph shall have the meaning ascribed to it under federal securities laws. Neither the Bonds nor the Bond Resolution makes any provision for debt service reserves or liquidity enhancement. In addition, the District will provide timely notice of any failure by the District to provide information, data, or financial statements in accordance with its agreement described above under "Annual Reports."

Availability of Information from EMMA

The District has agreed to provide the information only to the MSRB. The MSRB has prescribed that such information must be filed via EMMA. The MSRB makes the information available to the public without charge and investors will be able to access continuing disclosure information filed with the MSRB at www.emma.msrb.org.

Limitations and Amendments

The District has agreed to update information and to provide notices of material events only as described above. The District has not agreed to provide other information that may be relevant or material to a complete presentation of its financial results of operations, condition, or prospects or agreed to update any information that is provided, except as described above. The District makes no representation or warranty concerning such information or concerning its usefulness to a decision to invest in or sell bonds at any future date. The District disclaims any contractual or tort liability for damages resulting in whole or in part from any breach of its continuing disclosure agreement, or from any statement made pursuant to its agreement, although holders and beneficial owners of Bonds may seek a writ of mandamus to compel the District to comply with its agreement.

The District may amend its continuing disclosure agreement to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or operations of the District but only if the agreement, as amended, would have permitted an underwriter to purchase or sell Bonds in the offering described herein in compliance with the Rule, taking into account any amendments and interpretations of the Rule to the date of such amendment, as well as changed circumstances, and either the holders of a majority in aggregate principal amount of the outstanding Bonds consent or any person unaffiliated with the District (such as nationally recognized bond counsel) determines that the amendment will not materially impair the interests of the beneficial owners of the Bonds. The District may also amend or repeal the agreement if the SEC amends or repeals the applicable provisions of such rule or a court of final jurisdiction determines that such provisions are invalid, but in either case only to the extent that its right to do so would not prevent the Initial Purchaser from lawfully purchasing the Bonds in the offering described herein. If the District so amends the agreement, it has agreed to include with any financial information or operating data next provided in accordance with its agreement described above under "Annual Reports" an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information and operating data so provided.

Compliance with Prior Undertakings

The Bonds are the first issuance of bonded indebtedness by the District, and, as such, the District has not previously entered into a continuing disclosure agreement pursuant to SEC Rule 15c2-12.

OFFICIAL STATEMENT

General

The information contained in this Official Statement has been obtained primarily from the Developer, the District's records, the Engineer, the Tax Assessor/Collector and other sources believed to be reliable; however, no representation is made as to the accuracy or completeness of the information contained herein, except as described below. The summaries of the statutes, resolutions and engineering and other related reports set forth herein are included subject to all of the provisions of such documents. These summaries do not purport to be complete statements of such provisions and reference is made to such documents for further information.

Experts

The information contained in the Official Statement relating to engineering and to the description of the Utility System, and, in particular, that engineering information included in the sections entitled "THE DISTRICT - Description" and "THE UTILITY SYSTEM," and "THE ROAD SYSTEM" has been provided by Edminster, Hinshaw, Russ and Associates, Inc. and has been included herein in reliance upon the authority of said firm as experts in the field of civil engineering.

The information contained in the Official Statement relating to assessed valuations of property generally and, in particular, that information concerning collection rates and valuations contained in the sections captioned "TAX DATA" and "DISTRICT DEBT" was provided by Assessments of the Southwest, Inc. and the Appraisal District. Such information has been included herein in reliance upon Assessments of the Southwest, Inc.'s authority as an expert in the field of tax collection and the Appraisal District's authority as an expert in the field of tax assessing.

Certification as to Official Statement

The District, acting by and through its Board in its official capacity and in reliance upon the experts listed above, hereby certifies, as of the date hereof, that to the best of its knowledge and belief, the information, statements and descriptions pertaining to the District and its affairs herein contain no untrue statements of a material fact and do not omit to state any material fact necessary to make the statements herein, in light of the circumstances under which they were made, not misleading. The information, descriptions and statements concerning entities other than the District, including particularly other governmental entities, have been obtained from sources believed to be reliable, but the District has made no independent investigation or verification of such matters and makes no representation as to the accuracy or completeness thereof.

Updating of Official Statement

If, subsequent to the date of the Official Statement, the District learns, through the ordinary course of business and without undertaking any investigation or examination for such purposes, or is notified by the Initial Purchaser, of any adverse event which causes the Official Statement to be materially misleading, and unless the Initial Purchaser elects to terminate its obligation to purchase the Bonds, the District will promptly prepare and supply to the Initial Purchaser an appropriate amendment or supplement to the Official Statement satisfactory to the Initial Purchaser; provided, however, that the obligation of the District to so amend or supplement the Official Statement will terminate when the District delivers the Bonds to the Initial Purchaser, unless the Initial Purchaser notifies the District in writing on or before such date that less than all of the Bonds have been sold to ultimate customers, in which case the District's obligations hereunder will extend for an additional period of time (but not more than 90 days after the date the District delivers the Bonds) until all of the Bonds have been sold to ultimate customers.

CONCLUDING STATEMENT

The information set forth herein has been obtained from the District's records, audited financial statements and other sources which are considered to be reliable. There is no guarantee that any of the assumptions or estimates contained herein will ever be realized. All of the summaries of the statutes, documents and resolutions contained in this Official Statement are made subject to all of the provisions of such statutes, documents and resolutions. These summaries do not purport to be complete statements of such provisions and reference is made to such summarized documents for further information. Reference is made to official documents in all respects.

This Official Statement was approved by the Board of Directors of Brazoria County Municipal Utility District No. 57 as of the date shown on the cover page.

/s/ _____
Nick Long
President, Board of Directors
Brazoria County Municipal Utility District No. 57

ATTEST:

/s/ _____
Tushunya Peacock
Assistant Secretary, Board of Directors
Brazoria County Municipal Utility District No. 57

APPENDIX A
FINANCIAL STATEMENTS OF THE DISTRICT

OFFICIAL NOTICE OF SALE

\$14,315,000

BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 57
(A political subdivision of the State of Texas located in Brazoria County)

**UNLIMITED TAX BONDS
SERIES 2025**

**BIDS TO BE SUBMITTED BY:
9:00 A.M., THURSDAY, SEPTEMBER 4, 2025
CENTRAL TIME**

**BONDS TO BE AWARDED:
11:00 A.M., THURSDAY, SEPTEMBER 4, 2025
CENTRAL TIME**

This Official Notice of Sale does not alone constitute an invitation for bids, but is merely notice of sale of the bonds described herein. The invitation for such bids is being made by means of this Official Notice of Sale, the Official Bid Form and the Preliminary Official Statement.

OFFICIAL NOTICE OF SALE

\$14,315,000

BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 57

(A political subdivision of the State of Texas located within Brazoria County, Texas)

UNLIMITED TAX BONDS

SERIES 2025

THE BONDS WILL NOT BE DESIGNATED AS "QUALIFIED TAX-EXEMPT OBLIGATIONS" FOR FINANCIAL INSTITUTIONS.

BONDS OFFERED FOR SALE AT COMPETITIVE BID: The Board of Directors (the "Board") of Brazoria County Municipal Utility District No. 57 (the "District"), is offering for sale at competitive bid the District's \$14,315,000 Unlimited Tax Bonds, Series 2025 (the "Bonds").

METHODS FOR SUBMISSION OF BIDS AND BID FORMS: Bidders may submit bids for the Bonds by any of the following methods:

1. Submit bids in writing as described below in "WRITTEN BIDDING PROCEDURE;"
2. Submit bids electronically as described below in "ELECTRONIC BIDDING PROCEDURE;" or
3. Submit bids by telephone as described below in "TELEPHONIC BIDDING PROCEDURE."

The District will not accept bids submitted by facsimile.

All bids must be submitted by 9:00 A.M., Central Time, on Thursday, September 4. Any prospective bidder must also submit, by 9:00 A.M., Central Time, on Thursday, September 4, signed Official Bid Form(s) to the District's financial advisor, Robert W. Baird & Co. Incorporated (the "Financial Advisor"), as more fully described below. Any bid or bid form submitted after such scheduled time for bid receipt will not be accepted and will be returned unopened. See "CONDITIONS OF SALE - REQUIRED DISCLOSURE OF INTERESTED PARTIES" for additional requirements concerning submission of bids by certain entities.

WRITTEN BIDDING PROCEDURE: A prospective bidder that intends to submit its bid in writing must do so in accordance with this paragraph. Two (2) sealed bids, which must be submitted on the Official Bid Form and plainly marked "Bid for Bonds," are to be addressed to "President and Board of Directors, Brazoria County Municipal Utility District No. 57." The two (2) sealed bids must be submitted on signed Official Bid Forms and delivered, by, to the office of the District's Financial Advisor, Robert W. Baird & Co. Incorporated, Attn: David Smalling, 4801 Woodway Drive, Suite 118-E, Houston, Texas 77056, by 9:00 A.M., Central Time, on Thursday, September 4. Any bid or bid form submitted after such scheduled time for bid receipt will not be accepted and will be returned unopened. For purposes of the written bidding procedure, the time as maintained by PARITY (described below) shall constitute the official time.

ELECTRONIC BIDDING PROCEDURE: Any prospective bidder that intends to submit an electronic bid must submit its electronic bid through the facilities of PARITY. Bidders must submit, prior to 9:00 A.M., Central Time, Thursday, September 4, one (1) signed copy of the Official Bid Form that is signed but otherwise incomplete to the Financial Advisor by e-mail to the following address: dsmalling@rwbaird.com. Subscription to the i-Deal's BIDCOMP Competitive Bidding System is required in order to submit an electronic bid. The District will neither confirm any subscription nor be responsible for the failure of any prospective bidder to subscribe. Electronic bids must be received via PARITY in the manner described below, until 9:00 A.M., Central Time, on Thursday, September 4.

Electronic bids must be submitted via PARITY in accordance with this Official Notice of Sale, until 9:00 A.M., Central Time, but no bid will be received after the time for receiving bids specified above. An electronic bid made through the facilities of PARITY shall be deemed an irrevocable offer to purchase the Bonds on the terms provided in the Official Notice of Sale, and shall be binding upon the bidder as if made by a signed, sealed bid delivered to the District. The District shall not be responsible for any malfunction or mistake made by, or as a result of the use of the facilities of, PARITY, the use of such facilities being the sole risk of the prospective bidder.

If any provisions of the Official Notice of Sale shall conflict with information provided by PARITY as the approved provider of electronic bidding services, this Official Notice of Sale shall control. Further information

about PARITY, including any fee charged, may be obtained from i-Deal, 1359 Broadway, 2nd Floor, New York, NY 10018, (212) 849-5000.

For purposes of the electronic bidding process, the time as maintained by PARITY shall constitute the official time. For information purposes only, bidders are requested to state in their electronic bids the net effective interest rate to the District, as described under "CONDITIONS OF THE SALE - BASIS OF AWARD" below. All electronic bids shall be deemed to incorporate the provisions of this Official Notice of Sale and the Official Bid Form. See "CONDITIONS OF SALE - REQUIRED DISCLOSURE OF INTERESTED PARTIES" for additional requirements concerning submission of bids.

TELEPHONIC BIDDING PROCEDURE:

Any prospective bidder that intends to submit its bid by telephone must submit its bid in accordance with this section. Prior to 9:00 A.M., Central Time, on Thursday, September 4, bidders must submit two (2) signed Official Bid Forms, executed by an authorized representative of the bidder, to Robert W. Baird & Co. Incorporated, Attn: David Smalling, 4801 Woodway Drive, Suite 118-E, Houston, Texas 77056. Bidders who have provided signed bid forms may thereafter submit bids by telephone on the date of sale by 9:00 A.M., Central Time. Inquiries with respect to this procedure may be directed to David Smalling of Robert W. Baird & Co. Incorporated at (713) 230-6125.

David Smalling of Robert W. Baird & Co. Incorporated will call telephone bidders who have submitted SIGNED Official Bid Forms prior to the date of the sale. Contact David Smalling of Robert W. Baird & Co. Incorporated on the day of the sale to obtain the phone number.

LATE BIDS AND IRREGULARITIES: Robert W. Baird & Co. Incorporated is not authorized and will not be responsible for the submission of any bids made after the time prescribed, nor does the District or Robert W. Baird & Co. Incorporated assume any responsibility or liability with respect to any irregularities associated with the submission, delivery, or electronic transmission of any bid. **The District and the Board reserve the right to reject any and all bids and to waive any irregularities, except time of filing.**

AWARD AND SALE OF THE BONDS: The District will take action to adopt a resolution (the "Bond Resolution") authorizing the issuance and awarding sale of the Bonds or will reject all bids promptly after receiving the bids at 11:00 A.M. Central Time on Thursday, September 4 at the offices of Allen Boone Humphries Robinson LLP, 3200 Southwest Freeway, Suite 2600, Houston, Texas 77027. Sale of the Bonds will be made subject to the terms, conditions, and provisions of the Bond Resolution, to which Bond Resolution reference is hereby made for all purposes, and subject to compliance with Section 2252.908 of the Texas Government Code as more fully described below. The Board reserves the right to reject any or all bids and to waive any irregularities, except time of filing. All bids must comply with the requirements in "CONDITIONS OF SALE - REQUIRED DISCLOSURE OF INTERESTED PARTIES."

THE BONDS

DESCRIPTION OF CERTAIN TERMS OF THE BONDS: The Bonds will be dated September 1, 2025, with interest accruing from the initial date of delivery (expected to be September 30, 2025) (the "Date of Delivery") and payable on March 1, 2026, and each September 1 and March 1 thereafter (each an "Interest Payment Date") until the earlier of maturity or prior redemption. The Bonds will be issued only in fully registered form. Principal is payable to the registered owner(s) of the Bonds (the "Registered Owner(s)") upon presentation and surrender at the principal payment office of the paying agent/registrar, initially, BOKF, NA, Dallas, Texas, (the "Paying Agent/Registrar"). Interest on the Bonds will be payable as of the Interest Payment Date, and paid by the Paying Agent/Registrar to the Registered Owner, as shown on the records of the Registrar at the close of business on the 15th day of the calendar month next preceding each Interest Payment Date (the "Record Date"). The Bonds will be registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Bonds. Beneficial owners of the Bonds will not receive physical certificates representing the Bonds, but will receive a credit balance on the books of the nominees of such beneficial owners. So long as Cede & Co. is the Registered Owner of the Bonds, the principal of and interest on the Bonds will be paid by the Paying Agent/Registrar directly to DTC, which will, in turn, remit such principal and interest to its participants for subsequent disbursement to the beneficial owners of the Bonds as described herein. See "THE BONDS - Book-Entry-Only System" in the Preliminary Official Statement.

The Bonds will mature serially on September 1 in each of the following years and principal amounts:

Maturity (September 1)	Principal Amount	Maturity (September 1)	Principal Amount
2027	\$335,000	2039	\$ 620,000
2028	355,000	2040	650,000
2029	370,000	2041	685,000
2030	390,000	2042	720,000
2031	410,000	2043	760,000
2032	435,000	2044	800,000
2033	455,000	2045	840,000
2034	480,000	2046	885,000
2035	505,000	2047	930,000
2036	530,000	2048	980,000
2037	560,000	2049	1,030,000
2038	590,000		

SERIAL BONDS AND TERM BONDS: Bidders may provide that all the Bonds be issued as serial bonds or may provide that any two or more consecutive annual principal amounts may be combined into one or more term bonds.

REDEMPTION OF THE BONDS: The Bonds maturing on and after September 1, 2031, are subject to redemption and payment, at the option of the District, in whole or, from time to time, in part, on September 1, 2030, or on any date thereafter, at a price equal to the principal amount thereof, plus accrued interest thereon to the date fixed for redemption. If less than all the Bonds are redeemed at any time, the District shall determine the maturity or maturities and the amounts thereof to be redeemed, in integral multiples of \$5,000 in principal amount, and if less than all of the Bonds within a maturity are to be redeemed, the Paying Agent/Registrar shall select by lot or other customary method of random selection the Bonds within such maturity to be redeemed (or by DTC in accordance with its procedures while the Bonds are in Book-Entry-Only form). The Registered Owner holder of any Bond, all or a portion of which has been called for redemption, will be required to present such Bond to the Paying Agent/Registrar for payment of the redemption price on the portion of such Bond called for redemption and for the issuance of an exchange Bond in a principal amount equal to the portion of the Bond not so redeemed.

SECURITY FOR PAYMENT: The Bonds, when issued, will constitute valid and binding obligations of the District, payable as to principal and interest from the proceeds of an annual ad valorem tax, without legal limitation as to rate or amount, levied against all taxable property within the District. The Bonds are obligations of the District and are not obligations of the State of Texas; Brazoria County, Texas; the City of Manvel, Texas; or any entity other than the District.

OTHER TERMS AND COVENANTS: Other terms of the Bonds and the various covenants of the District contained in the Bond Resolution are described in the Preliminary Official Statement, to which reference is made for all purposes.

USE OF PROCEEDS: Proceeds from the sale of the Bonds will be used by the District to redeem the BAN (as defined in the Preliminary Official Statement), the proceeds of which were used to reimburse the Developer (as defined in the Preliminary Official Statement) for a portion of the improvements and related costs as shown under "THE BONDS - Use and Distribution of Proceeds of the Bonds" in the Preliminary Official Statement. Additionally, proceeds from the sale of the Bonds will also be used to reimburse the Developer for the improvements and related costs that were not reimbursed by the BAN and to pay: eighteen (18) months of capitalized interest, BAN interest, developer interest, and other certain costs associated with the issuance of the Bonds. See "THE BONDS - Use and Distribution of Proceeds of the Bonds" in the Preliminary Official Statement.

MUNICIPAL BOND RATING AND INSURANCE: The District has made applications to Build America Mutual Assurance Company and Assured Guaranty Inc. for a commitment for municipal bond guaranty insurance on the Bonds. If qualified and the Initial Purchaser elects to purchase municipal bond insurance, the payment of all costs associated with the insurance, including the premium charged by the insurance company, and fees charged by rating companies, other than Moody's Investors Service, Inc. ("Moody's"), will be the option and expense of the Initial Purchaser. The District has not made an application for a rating on the Bonds. Furthermore, it is not expected that the District would have been successful in receiving an investment grade rating on the Bonds.

CONDITIONS OF SALE

TYPES OF BIDS AND INTEREST RATES: The Bonds will be sold in one block on an "all or none" basis at a price of not less than 97% of the par value thereof. Bidders are to name the rates of interest to be borne by the Bonds, provided that each interest rate bid must be a multiple of 1/8th or 1/20th of 1%. All Bonds maturing within a single year must bear the same rate of interest. The net effective interest rate on the Bonds may not exceed ___%, as calculated pursuant to Chapter 1204 of the Texas Government Code. No limitation will be imposed upon bidders as to the number of rates which may be used, but the highest rate bid may not exceed the lowest rate bid by more than 2-1/2% in interest rate. No bids involving supplemental interest payments will be considered. No bid that generates a cash premium greater than \$5,000 will be considered. Each bid shall indicate the total and net interest costs in dollars and the net effective interest rate determined therefrom, which shall be considered informative only and not as a part of the bid.

BASIS OF AWARD: For the purpose of awarding sale of the Bonds, the total interest cost of each bid will be computed by determining, at the rates specified therein, the total dollar value of all interest on the Bonds from the date thereof to their respective maturities, and adding thereto the dollar amount of the discount bid, if any, or deducting therefrom the premium bid, if any. Subject to the District's right to reject any or all bids, sale of the Bonds will be awarded to the bidder (the "Initial Purchaser") whose bid, under the above computation, produces the lowest net effective interest rate to the District subject to compliance with Texas Government Code §2252.908. The Board reserves the right to reject any or all bids. In the event of mathematical discrepancies between the interest rate(s) bid and the interest cost determined therefrom, as both appear on the Official Bid Form; the bid will be governed solely by the interest rate(s) bid.

GOOD FAITH DEPOSIT: Each bid must be accompanied by a bank cashier's check payable to the order of "Brazoria County Municipal Utility District No. 57" in the amount of \$286,300, which is 2% of the principal amount of the Bonds (the "Good Faith Deposit"). **"Official Checks" will not be accepted.** The check of the Initial Purchaser will be considered as the Good Faith Deposit and will be retained uncashed by the District pending the Initial Purchaser's compliance with the terms of the bid. In the event the Initial Purchaser should fail or refuse to take up and pay for the Bonds in accordance with such terms, then the Good Faith Deposit will be cashed and the proceeds accepted by the District as full and complete liquidated damages. The Good Faith Deposit may accompany the bid or it may be submitted separately; if submitted separately, it shall be made available to the District prior to the opening of the bids and shall be accompanied by instructions from the bank on which it is drawn which authorize its use as the Good Faith Deposit of bidders named in such instructions. The Good Faith Deposit of the Initial Purchaser will be returned to the Initial Purchaser uncashed on the Date of Delivery of the Bonds. No interest will be credited on the Good Faith Deposit. The checks accompanying all other bids will be returned immediately after the bids are opened and the award of the sale of the Bonds has been made.

COMPETITIVE BIDDING AND CERTIFICATE OF INITIAL PURCHASER: In the event that the District does not receive sufficient qualified bids to satisfy the competitive sale requirements of Treasury Regulation § 1.148-1(f)(3)(i), allowing the District to treat the reasonably expected Initial Offering Price (as defined herein) to the public as of the sale date as the issue price of the Bonds, the "hold-the-offering-price rule" shall apply, which will allow the District to treat the Initial Offering Price to the public of each maturity as of the sale date as the issue price of that maturity (the "hold-the-offering-price rule"). So long as the hold-the-offering-price rule applies to any maturity of the Bonds, the Initial Purchaser will neither offer nor sell that maturity to any person at a price that is higher than the Initial Offering Price to the public during the period starting on the sale date and ending on the earlier of the following: (i) the date on which the Initial Purchaser has sold at least 10 percent of that maturity of the Bonds to the public at a price that is no higher than the Initial Offering Price to the public or (ii) the close of the fifth business day after the sale date. The Initial Purchaser agrees to promptly report to the District's financial advisor when it has sold 10 percent of a maturity of the Bonds to the public at a price that is no higher than the Initial Offering Price to the public if that occurs prior to the close of the fifth business

day after the sale date. Alternative Certificates of Initial Purchaser are attached for use (I) when the competitive sale requirements of Treasury Regulation § 1.148-1(f)(3)(i) are met and (II) when such requirements are not met.

REQUIRED DISCLOSURE OF INTERESTED PARTIES: Bidders, including any syndicate member listed on the Official Bid Form, who are not publicly traded business entities, or wholly owned subsidiaries of a publicly traded business entity, must submit to the District (c/o Robert W. Baird & Co. Incorporated, 4801 Woodway Drive, Suite 118-E, Houston Texas 77056, Attn: David Smalling, TXSpecialDistrictBidForms@rwbaird.com) a completed and signed Texas Ethics Commission Form 1295 ("TEC Form 1295") which has been assigned a certificate number by the TEC in accordance with Texas Government Code Section § 2252.908. According to the rules prescribed by the TEC, the TEC Form 1295 must be completed online through the TEC's website, assigned a certificate number, printed, signed and provided to the District. If required, the TEC Form 1295 may accompany the Official Bid Form or may be submitted separately, but must be provided to the District prior to the time prescribed for the award of the Bonds. If required, the TEC Form 1295 may be provided to the District via facsimile or electronically; however, the original signed TEC Form 1295, including certificate number, must be physically delivered to the District (c/o Allen Boone Humphries Robinson LLP, 3200 Southwest Freeway, Suite 2600, Houston, Texas 77027) within two business days of the award. The District reserves the right to reject any bid that does not comply with the requirements prescribed herein, if applicable, or to waive any such requirements. For purposes of completing the TEC Form 1295, box two is "Brazoria County Municipal Utility District No. 57" and box 3 is "BCMUD56 - S2025 - B." Neither the District nor its consultants have the ability to verify the information included in a TEC Form 1295, and neither have an obligation nor undertake responsibility for advising any bidder with respect to the proper completion of the TEC Form 1295. Consequently, any entity who is not a publicly traded business entity, or a wholly owned subsidiary of a publicly traded business entity, should consult its own advisors to the extent it deems necessary and be prepared to submit the completed form promptly upon notification from the District that its bid is the apparent winning bid.

COMPLIANCE WITH LAWS PROHIBITING CONTRACTS WITH CERTAIN COMPANIES: The District will not award the Bonds to a bidder unless the bidder verifies on behalf of itself and each syndicate member listed on the Official Bid Form that, solely for purposes of Chapter 2271 of the Texas Government Code, at the time of execution and delivery of its bid and through the delivery date of the Bonds, neither the bidder nor a syndicate member listed on the Official Bid Form is a Company that boycotts or will boycott Israel. The terms "boycotts Israel" and "boycott Israel" as used in this paragraph have the meaning assigned to the term "boycott Israel" in Section 808.001 of the Texas Government Code, as amended.

Additionally, the District will not award the Bonds to a bidder unless the bidder certifies that, solely for purposes of Chapter 2252 of the Texas Government Code, at the time of execution and delivery of its bid, neither the bidder nor a syndicate member listed on the Official Bid Form is a Company² (i) that engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapter 2270 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) listed by the Texas Comptroller of Public Accounts under Section 2270.0201 or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" as used in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

Additionally, the District will not award the Bonds to a bidder unless the bidder verifies on behalf of itself and each syndicate member listed on the Official Bid Form that, solely for purposes of Chapter 2276 of the Texas Government Code, at the time of execution and delivery of its bid and through the delivery date of the Bonds, neither the bidder nor a syndicate member listed on the Official Bid Form is a Company¹ that boycotts or will boycott energy companies. The terms "boycotts energy companies" and "boycott energy companies" shall have the meaning assigned to the term "boycott energy company" in Section 809.001 of the Texas Government Code, as amended.

¹ "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit, but does not mean a sole proprietorship.

² "Company" means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association whose securities are publicly traded, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit.

Additionally, the District will not award the Bonds to a bidder unless the bidder verifies on behalf of itself and each syndicate member listed on the Official Bid Form that, solely for purposes of Chapter 2274 of the Texas Government Code, at the time of execution and delivery of its bid and through the delivery date of the Bonds, neither the bidder nor a syndicate member listed on the Official Bid Form is a Company¹ that has a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association or will discriminate against a firearm entity or firearm trade association. The term "discriminates against a firearm entity or firearm trade association" as used in this paragraph has the meaning assigned to the term "discriminate against a firearm entity or firearm trade association" in Section 2274.001(3) of the Texas Government Code.

Notwithstanding anything contained herein, any prospective bidder agrees that liability for breach of verification of the statutory representations and covenants provided above as required by Chapters 2252, 2271, 2274, and 2276 of the Texas Government Code during the term of the contract shall survive until barred by the applicable statute of limitations and shall not be liquidated or otherwise limited by any provision of the contract.

By submitting a bid, a bidder makes and certifies to the representations necessary and convenient for the compliance with the aforementioned laws and, at the request of the District, agrees to execute further written certifications as may be necessary or convenient for the District to establish compliance with the aforementioned laws.

CONTRACTING INFORMATION: The District will not award the Bonds to a bidder unless the bidder verifies on behalf of itself and each syndicate member listed on the Official Bid Form that the bidder and each syndicate member listed on the Official Bid Form will (i) preserve all contracting information related to the bid as provided by the records retention requirements applicable to the District through the delivery date of the Bonds, (ii) promptly provide to the District any contracting information related to the bid that is in the custody or possession of the bidder or any syndicate member on request of the District, and (iii) upon delivery of the Bonds to the bidder, either (a) provide at no cost to the District all contracting information related to the bid that is in the custody or possession of the bidder or any syndicate member or (b) preserve the contracting information related to the bid as provided by the records retention requirements applicable to the District. The term "contracting information" as used in this paragraph has the meaning assigned to such term in Section 552.003 of the Texas Government Code.

STANDING LETTER REQUIREMENT: Each prospective bidder must have a standing letter on file with the Municipal Advisory Council of Texas and the Texas Attorney General's Office as required by, and compliant in all respects with, the All Bond Counsel Letter of the Texas Attorney General dated November 1, 2023, as supplemented on November 16, 2023, and December 29, 2023, and any All Bond Counsel Letter issued hereafter (collectively, the "All Bond Counsel Letter"). In submitting a bid, a bidder represents to the District that it has filed a standing letter that conforms to the requirements set forth in the All Bond Counsel Letter and it has no reason to believe that the District may not be entitled to rely on the standing letter on file with the Municipal Advisory Council of Texas and the Texas Attorney General's Office. Bidder agrees that it will not rescind its standing letter at any time during the period of time required by the All Bond Counsel Letter and at least not before the delivery of the Bonds unless same is immediately replaced with a standing letter meeting the requirements of the All Bond Counsel Letter.

¹ "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit, but does not mean a sole proprietorship.

OFFICIAL STATEMENT

To assist the Initial Purchaser in complying with Rule 15c2-12 of the United States Securities and Exchange Commission ("SEC"), the District and the Initial Purchaser contract and agree, by the submission and acceptance of the winning bid, as follows.

FINAL OFFICIAL STATEMENT: The District has approved and authorized distribution of the accompanying Preliminary Official Statement for dissemination to potential purchasers of the Bonds, but does not presently intend to prepare any other document or version thereof for such purpose, except as described below. Accordingly, the District intends the Preliminary Official Statement to be final as of its date, within the meaning of SEC Rule 15c2-12(b)(1), except for information relating to the offering prices, interest rates, final debt service schedule, selling compensation, identity of the Initial Purchaser and other similar information, terms and provisions to be specified in the competitive bidding process. The Initial Purchaser shall be responsible for promptly informing the District of the initial offering yields of the Bonds. Thereafter, the District will complete and authorize distribution of the Official Statement identifying the Initial Purchaser and containing such omitted information. The District does not intend to amend or supplement the Official Statement otherwise, except to take into account certain subsequent events, if any, as described below. By delivering the final Official Statement or any amendment or supplement thereto in the requested quantity to the Initial Purchaser on or after the sale date, the District intends the same to be final as of such date, within the meaning of the Rule. Notwithstanding the foregoing, the only representations concerning the absence of material misstatements or omissions from the Official Statement which are being or which will be made by the District are those described and contained in the Official Statement under the caption "OFFICIAL STATEMENT - Certification as to Official Statement."

CHANGES TO OFFICIAL STATEMENT: If, subsequent to the date of the Official Statement, the District learns, through the ordinary course of business and without undertaking any investigation or examination for such purposes, or is notified by the Initial Purchaser of any adverse event which causes the Official Statement to be materially misleading, and unless the Initial Purchaser elects to terminate its obligation to purchase the Bonds, as described below under "DELIVERY OF THE BONDS AND ACCOMPANYING DOCUMENTS - CONDITIONS TO DELIVERY," the District will promptly prepare and supply to the Initial Purchaser an appropriate amendment or supplement to the Official Statement satisfactory to the Initial Purchaser; provided, however, that the obligation of the District to do so will terminate when the District delivers the Bonds to the Initial Purchaser, unless the Initial Purchaser notifies the District on or before such date that less than all of the Bonds have been sold to ultimate customers, in which case the District's obligations hereunder will extend for an additional period of time (but not more than 90 days after the date the District delivers the Bonds) until all of the Bonds have been sold to ultimate customers.

DELIVERY OF OFFICIAL STATEMENTS: The District shall furnish to the Initial Purchaser (and to each participating underwriter of the Bonds, within the meaning of the Rule, designated by the Initial Purchaser), within seven (7) business days after the sale date, the aggregate number of Official Statements specified in the winning bid. The District also shall furnish to the Initial Purchaser a like number of any supplements or amendments approved and authorized for distribution by the District for dissemination to potential purchasers of the Bonds, as well as such additional copies of the Official Statement or any such supplements or amendments as the Initial Purchaser may request prior to the 90th day after the end of the underwriting period described in SEC Rule 15c2-12(e)(2). The District shall pay the expense of preparing the number of copies of the Official Statement specified in the winning bid and an equal number of any supplements or amendments issued on or before the delivery date, but the Initial Purchaser shall pay for all other copies of the Official Statement or any supplement or amendment thereto.

DELIVERY OF THE BONDS AND ACCOMPANYING DOCUMENTS

DELIVERY OF INITIAL BONDS: Initial delivery of the Bonds ("Initial Delivery") will be as set forth below. Unless otherwise agreed with the Initial Purchaser, delivery will be at the corporate trust office of the Paying Agent/Registrar in Dallas, Texas. Payment for the Bonds must be made in immediately available funds for unconditional credit to the District, or as otherwise directed by the District. If, at the time of closing, the Initial Purchaser has provided the Paying Agent/Registrar five (5) business days' written notice of its registration instructions, the Initial Purchaser shall not be required to pay for the initial Bonds until the Paying Agent/Registrar is able to deliver to the Initial Purchaser definitive, registered Bonds conforming to such registration instructions. The Initial Purchaser will be given six (6) business days' notice of the time fixed for delivery of the Bonds.

It is anticipated that initial delivery can be made on or about September 30, 2025, and subject to the aforesaid notice, it is understood and agreed that the Initial Purchaser will accept delivery and make payment for the initial Bonds by 9:00 A.M., Central Time, on September 30, 2025, or thereafter on the date the initial Bonds are tendered for delivery, up to and including October 30, 2025. If for any reason the District is unable to make delivery on or before October 30, 2025, then the District immediately shall contact the Initial Purchaser and offer to allow the Initial Purchaser to extend its offer for an additional thirty (30) days. If the Initial Purchaser does not elect to extend its offer within five (5) days thereafter, then the Good Faith Deposit will be returned, and both the District and the Initial Purchaser shall be relieved of any further obligation.

EXCHANGE ON DELIVERY DATE: Upon written request of the Initial Purchaser, delivered to the Paying Agent/Registrar not less than five (5) business days prior to the date fixed for delivery, the Paying Agent/Registrar will, on the delivery date, exchange the Bonds to be delivered by the District for Bonds registered in accordance with instructions contained in such request, in integral multiples of \$5,000, maturing as set out in this Official Notice of Sale and bearing interest in accordance with the terms of the Initial Purchaser's bid.

CUSIP NUMBERS: It is anticipated that CUSIP identification numbers will be printed on the Bonds, but neither the failure to print such number on any Bond nor any error with respect thereto shall constitute cause for a failure or refusal by the Initial Purchaser to accept delivery of and pay for the Bonds in accordance with the terms of this Official Notice of Sale. All expenses relating to the printing of CUSIP numbers on the Bonds shall be paid for by the District; however, payment of the CUSIP Global Services charge for the assignment of the numbers shall be the responsibility of the Initial Purchaser.

CONDITIONS TO DELIVERY: The obligation to take up and pay for the Bonds is subject to the following conditions: the issuance of an approving opinion of the Attorney General of Texas, the Initial Purchaser's receipt of the Bonds, the Initial Purchaser's receipt of the legal opinion of Bond Counsel and the no-litigation certificate, and the non-occurrence of the events described below under the caption "NO MATERIAL ADVERSE CHANGE," all as described below. Further, the Initial Purchaser is not obligated to take up and pay for the Bonds at initial delivery if at any time after the award of the Bonds and at or prior to initial delivery, the Congress of the United States shall have declared war or a national emergency. In addition, if the District fails to comply with its obligations described under "OFFICIAL STATEMENT" above, the Initial Purchaser may terminate its contract to purchase the Bonds by delivering written notice to the District within five (5) days thereafter.

INITIAL PURCHASER'S CERTIFICATION OF ISSUE PRICE: In order to provide the District with information required to enable it to comply with certain conditions of the Internal Revenue Code of 1986, as amended (the "Code"), relating to the exclusion of interest on the Bonds from gross income for federal income tax purposes, and subject to the section entitled "CONDITIONS OF SALE – COMPETITIVE BIDDING AND CERTIFICATE OF INITIAL PURCHASER" herein, the Initial Purchaser will be required to complete, execute and deliver to the District (on or before the Date of Delivery of the Bonds) a certification regarding the "issue price" of the Bonds in one of the forms accompanying this Official Notice of Sale. Each bidder, by submitting its bid, agrees to complete, execute, and deliver such a certificate by the Date of Delivery of the Bonds, if its bid is accepted by the District. It will be the responsibility of the Initial Purchaser to institute such syndicate reporting requirements, to make such investigation, or otherwise to ascertain the facts necessary to enable it to make such certification with reasonable certainty. Any questions concerning such certification should be directed to Bond Counsel.

LEGAL OPINIONS: The District will furnish to the Initial Purchaser a transcript of certain certified proceedings incident to the issuance and authorization of the Bonds, including a certified copy of the approving legal opinion of the Attorney General of Texas, as recorded in the Bond Register of the Comptroller of Public Accounts of the State of Texas, to the effect that the Attorney General has examined a transcript of proceedings authorizing the issuance of the Bonds, and that based upon such examination, the Bonds are valid and binding obligations of the District payable from the proceeds of an annual ad valorem tax, levied without legal limitation as to rate or amount upon all taxable property in the District. The District will also furnish the approving legal opinion of Allen Boone Humphries Robinson LLP, Bond Counsel, Houston, Texas, to the effect that, based upon an examination of such transcript, the Bonds are valid and binding obligations of the District under the Constitution and laws of the State of Texas, except to the extent that enforcement of the rights and remedies of the Registered Owners may be limited by laws relating to bankruptcy, reorganization, or other similar laws of general application affecting the rights of creditors of political subdivisions such as the District. The legal opinion of Bond Counsel will further state that the Bonds are payable, both as to principal and interest, from the levy of ad valorem taxes without legal limitation as to rate or amount, upon all taxable property within the District, and that, under existing law, interest on the Bonds is excludable from gross income for federal income tax purposes and interest on the Bonds is not subject to the alternative minimum tax on individuals; however, such interest is taken into account in determining the annual adjusted financial statement income of applicable corporations for the purpose of determining the alternative minimum tax imposed on corporations. See "LEGAL MATTERS" and "TAX MATTERS" in the Preliminary Official Statement. Such opinions express no opinion with respect to the sufficiency of the security for or marketability of the Bonds.

DTC DEFINITIVE BONDS: After delivery, the Bonds will be issued in Book-Entry-Only form. Cede & Co. is the nominee for DTC. All references herein to the Registered Owners of the Bonds shall mean Cede & Co. and not the Beneficial Owners of the Bonds. Purchase of beneficial interests in the Bonds will be made in Book-Entry-Only form (without registered Bonds) in principal denominations of \$5,000 or any integral multiple thereof. Under certain limited circumstances described herein, the District may determine to forego immobilization of the Bonds at DTC, or another securities depository, in which case, such beneficial interests would become exchangeable for one or more fully registered Bonds of like principal amount for the Bonds. See "THE BONDS – Book-Entry-Only System" in the Preliminary Official Statement.

NOT QUALIFIED TAX-EXEMPT OBLIGATIONS: The Bonds will **not** be designated as "qualified tax-exempt obligations" within the meaning of Section 265(b) of the Internal Revenue Code of 1986, as amended.

NO-LITIGATION CERTIFICATE: On the Date of Delivery of the Bonds to the Initial Purchaser, the District will execute and deliver to the Initial Purchaser, a certificate to the effect that no litigation of any nature has been filed or is pending, as of that date, of which the District has notice, to restrain or enjoin the issuance or delivery of the Bonds, or which would affect the provisions made for their payment or security, or in any manner question the validity of the Bonds.

NO MATERIAL ADVERSE CHANGE: The obligation of the Initial Purchaser to take up and pay for the initial Bonds, and of the District to deliver the initial Bonds, is subject to the condition that, up to the time of delivery of and receipt of payment for the initial Bonds, there shall have been no material adverse change in the financial condition of the District subsequent to the date of sale from that set forth in the Preliminary Official Statement, as it may have been finalized, supplemented or amended through the Date of Delivery.

GENERAL CONSIDERATIONS

REGISTRATION: The Bonds are transferable on the bond register kept by the Paying Agent/Registrar upon surrender and reissuance. The Bonds are exchangeable for an equal principal amount of Bonds of the same maturity in any authorized denomination upon surrender of the Bonds to be exchanged, but the District may require payment of a sum sufficient to cover any tax or governmental charge payable in connection therewith.

RISK FACTORS: THE BONDS INVOLVE CERTAIN INVESTMENT RISKS AS SET FORTH IN THE PRELIMINARY OFFICIAL STATEMENT. PROSPECTIVE PURCHASERS SHOULD CAREFULLY REVIEW THE ENTIRE PRELIMINARY OFFICIAL STATEMENT BEFORE MAKING THEIR INVESTMENT DECISION. PARTICULAR ATTENTION SHOULD BE GIVEN TO THE INFORMATION SET FORTH THEREIN UNDER THE CAPTION "RISK FACTORS."

RESERVATION OF RIGHTS: The District reserves the right to reject all bids or any bid not conforming with the terms hereof and the right to waive any and all irregularities, except time of filing.

NOT AN OFFER TO SELL: This Official Notice of Sale does not alone constitute an offer to sell the Bonds but is merely notice of sale of the Bonds. The invitation for bids on the Bonds is being made by means of this Official Notice of Sale, the Preliminary Official Statement and the Official Bid Form.

SECURITIES REGISTRATION AND QUALIFICATION: No registration statement relating to the Bonds has been filed with the SEC under the Securities Act of 1933, as amended, in reliance upon exemptions provided thereunder. The Bonds have not been registered or qualified under the Securities Act of Texas in reliance upon various exemptions contained therein; nor have the Bonds been registered or qualified under the securities laws or regulations of any other jurisdiction. The District assumes no responsibility for registration or qualification of the Bonds under the securities laws or regulations of any other jurisdiction in which the Bonds may be offered, sold or otherwise transferred. This disclaimer of responsibility for registration or qualification for sale or other disposition of the Bonds shall not be construed as an interpretation of any kind with regard to the availability of any exemption from securities registration or qualification provisions in such other jurisdictions.

By submission of a bid, the Initial Purchaser represents that the sale of the Bonds in states other than Texas will be made only pursuant to exemptions from registration or qualification or, where necessary, the Initial Purchaser will register or qualify the Bonds in accordance with the securities laws or regulations of any jurisdiction which so requires. The District agrees to cooperate, at the Initial Purchaser's written request and expense, in registering or qualifying the Bonds, or in obtaining an exemption from registration or qualification, in any jurisdiction where such action is necessary, provided that the District shall not be required to file a general consent to service of process in any jurisdiction.

CONTINUING DISCLOSURE OF INFORMATION: The District will agree in the Bond Resolution to provide certain periodic information and notices of material events in accordance with SEC Rule 15c2-12, as described in the Preliminary Official Statement under "CONTINUING DISCLOSURE OF INFORMATION." The Initial Purchaser's obligation to accept and pay for the Bonds is conditioned upon delivery to the Initial Purchasers or their agent of a certified copy of the Bond Resolution containing the provisions described under such heading.

ADDITIONAL COPIES: Additional copies of the Official Notice of Sale, the Official Bid Form and the Preliminary Official Statement may be obtained from Robert W. Baird & Co. Incorporated, 4801 Woodway Drive, Suite 118-E, Houston, Texas 77056.

/s/ Nick Long
President, Board of Directors
Brazoria County Municipal Utility District No. 57

CERTIFICATE OF INITIAL PURCHASER—FEDERAL TAX COMPETITIVE BIDDING REQUIREMENTS MET

The undersigned hereby certifies as follows with respect to the \$14,315,000 Brazoria County Municipal Utility District No. 57 Unlimited Tax Bonds, Series 2025 (the "Bonds"):

1. The undersigned is the underwriter or the manager of the syndicate of underwriters ("Initial Purchaser") that has purchased the Bonds from the District at competitive sale.

2. As of the date of this Certificate, for each of the following maturities (the "Sold Maturities"), the first price at which a substantial amount (at least ten percent) of such maturity was sold to the public (expressed as a percentage of principal amount and exclusive of accrued interest) is set forth below:

3. As of the Sale Date (defined below), each of the following maturities (the "Unsold Maturities") was offered to the public for purchase at the price (expressed as a percentage of principal amount and exclusive of accrued interest) set forth below:

Maturity (September 1)	Principal Amount	Price/Yield	Maturity (September 1)	Principal Amount	Price/Yield
2027	\$335,000	____%	2039	\$ 620,000	____%
2028	355,000	____%	2040	650,000	____%
2029	370,000	____%	2041	685,000	____%
2030	390,000	____%	2042	720,000	____%
2031	410,000	____%	2043	760,000	____%
2032	435,000	____%	2044	800,000	____%
2033	455,000	____%	2045	840,000	____%
2034	480,000	____%	2046	885,000	____%
2035	505,000	____%	2047	930,000	____%
2036	530,000	____%	2048	980,000	____%
2037	560,000	____%	2049	1,030,000	____%
2038	590,000	____%			

4. The Initial Purchaser has purchased bond insurance for the Bonds. The bond insurance has been purchased from _____ (the "Insurer") for a fee of \$_____ (net of any nonguarantee cost, e.g., rating agency fees). The amount of such fee is set forth in the Insurer's commitment and does not include any payment for any direct or indirect services other than the transfer of credit risk, unless the compensation for those other services is separately stated, reasonable, and excluded from such fee. Such fee does not exceed a reasonable, arms-length charge for the transfer of credit risk. The present value of the debt service savings expected to be realized as a result of such insurance exceeds the amount of the fee set forth above. For this purpose, present value is computed using the yield on the Bonds, determined by taking into account the amount of the fee set forth above, as the discount rate. No portion of the fee payable to the Insurer is refundable upon redemption of any of the Bonds in an amount which would exceed the portion of such fee that had not been earned.

5. The term "public" means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an underwriter or a related party to an underwriter. A related party generally means two or more persons with greater than 50 percent common ownership, directly or indirectly.

6. The term "Sale Date" means the first date on which there is a binding contract in writing for the sale of the Bonds. The Sale Date of the Bonds is Thursday, September 4.

The undersigned understands that the statements made herein will be relied upon by the District and Allen Boone Humphries Robinson LLP in complying with the conditions imposed by the Internal Revenue Code of 1986, as amended, on the exclusion of interest on the Bonds from the gross income of their owners for federal income tax purposes.

EXECUTED AND DELIVERED this _____ day of _____ 2025.

(Name of Initial Purchaser or Manager)

By

Title

CERTIFICATE OF INITIAL PURCHASER—FEDERAL TAX COMPETITIVE SALE REQUIREMENTS NOT MET

The undersigned hereby certifies as follows with respect to the \$14,315,000 Brazoria County Municipal Utility District No. 57 Unlimited Tax Bonds, Series 2025 (the "Bonds"):

1. The undersigned is the underwriter or the manager of the syndicate of underwriters ("Initial Purchaser") that has purchased the Bonds from the District at competitive sale.

2. As of the date of this Certificate, for each of the following maturities (the "Sold Maturities"), the first price at which a substantial amount (at least ten percent) of such maturity was sold to the public (expressed as a percentage of principal amount and exclusive of accrued interest) is set forth below:

<u>Maturity (September 1)</u>	<u>Principal Amount</u>	<u>Price/Yield</u>	<u>Maturity (September 1)</u>	<u>Principal Amount</u>	<u>Price/Yield</u>
2027	\$ 335,000	____%	2039	\$ 620,000	____%
2028	355,000	____%	2040	650,000	____%
2029	370,000	____%	2041	685,000	____%
2030	390,000	____%	2042	720,000	____%
2031	410,000	____%	2043	760,000	____%
2032	435,000	____%	2044	800,000	____%
2033	455,000	____%	2045	840,000	____%
2034	480,000	____%	2046	885,000	____%
2035	505,000	____%	2047	930,000	____%
2036	530,000	____%	2048	980,000	____%
2037	560,000	____%	2049	1,030,000	____%
2038	590,000	____%			

3. As of the Sale Date (defined below), each of the following maturities (the "Unsold Maturities") was offered to the public for purchase at the price (expressed as a percentage of principal amount and exclusive of accrued interest) set forth below:

<u>Maturity (September 1)</u>	<u>Principal Amount</u>	<u>Price/Yield</u>	<u>Maturity (September 1)</u>	<u>Principal Amount</u>	<u>Price/Yield</u>
2027	\$ 335,000	____%	2039	\$ 620,000	____%
2028	355,000	____%	2040	650,000	____%
2029	370,000	____%	2041	685,000	____%
2030	390,000	____%	2042	720,000	____%
2031	410,000	____%	2043	760,000	____%
2032	435,000	____%	2044	800,000	____%
2033	455,000	____%	2045	840,000	____%
2034	480,000	____%	2046	885,000	____%
2035	505,000	____%	2047	930,000	____%
2036	530,000	____%	2048	980,000	____%
2037	560,000	____%	2049	1,030,000	____%
2038	590,000	____%			

4. As set forth in the Official Notice of Sale, the Initial Purchaser has agreed in writing that, for each of the Unsold Maturities, the Initial Purchaser would neither offer nor sell any of the Bonds of such maturity to any person at a price that is higher than the initial offering price for each maturity, as set forth in the pricing wire or equivalent communication for the Bonds attached to this Certificate, during the Offering Period for such maturity, nor would the Initial Purchaser permit a related party to do so. Pursuant to such agreement, the Initial Purchaser has neither offered nor sold any of the Unsold Maturities at a price higher than the respective initial offering price for that maturity of the Bonds during the Offering Period.

5. The Initial Purchaser has purchased bond insurance for the Bonds. The bond insurance has been purchased from _____ (the "Insurer") for a fee of \$ _____ (net of any nonguarantee cost, e.g., rating agency fees). The amount of such fee is set forth in the Insurer's commitment and does not include any payment for any direct or indirect services other than the transfer of credit risk, unless the compensation for those other services is separately stated, reasonable, and excluded from such fee. Such fee does not exceed a reasonable, arms-length charge for the transfer of credit risk. The present value of the debt service savings expected to be realized as a result of such insurance exceeds the amount of the fee set forth above. For this purpose, present value is computed using the yield on the Bonds, determined by taking into account the amount of the fee set forth above, as the discount rate. No portion of the fee payable to the Insurer is refundable upon redemption of any of the Bonds in an amount which would exceed the portion of such fee that had not been earned.

6. The term "public" means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an underwriter or a related party to an underwriter. A related party generally means two or more persons with greater than 50 percent common ownership, directly or indirectly.

7. The term "Sale Date" means the first date on which there is a binding contract in writing for the sale of the Bonds. The Sale Date of the Bonds is Thursday, September 4.

8. The term "Offering Period" means, with respect to an Unsold Maturity, the period beginning on the Sale Date and ending on the earlier of (a) the close of the fifth business day after the Sale Date or (b) the date on which the Initial Purchaser has sold at least 10 percent of such Unsold Maturity to the public at a price that is no higher than the initial offering price for such Unsold Maturity.

The undersigned understands that the statements made herein will be relied upon by the District and Allen Boone Humphries Robinson LLP in complying with the conditions imposed by the Internal Revenue Code of 1986, as amended, on the exclusion of interest on the Bonds from the gross income of their owners for federal income tax purposes.

EXECUTED AND DELIVERED this _____ day of _____ 2025.

(Name of Initial Purchaser or Manager)

By _____

Title _____

OFFICIAL BID FORM

Thursday, September 4

President and Board of Directors
 Brazoria County Municipal Utility District No. 57
 c/o Robert W. Baird & Co. Incorporated
 Attn: David Smalling
 4801 Woodway Dr., Suite 188-E
 Houston, Texas 77056

Board Members:

We have read in detail the Official Notice of Sale and Preliminary Official Statement, which are hereby made a part hereof, of Brazoria County Municipal Utility District No. 57 (the "District") relating to its \$14,315,000 Unlimited Tax Bonds, Series 2025 (the "Bonds"). We realize that the Bonds involve certain investment risks and that the ability of the District to service the Bonds depends, in part, on the risk factors set forth in the Preliminary Official Statement dated June 5, 2025. We have made such inspections and investigations as we deem necessary relating to the investment quality of the Bonds. Accordingly, we offer to purchase the Bonds for a cash price of \$_____ (which represents _____% of the principal amount thereof) provided such Bonds bear interest at the following rates:

<u>Maturity (September 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Maturity (September 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2027	\$335,000	_____%	2039 (a)	\$ 620,000	_____%
2028	355,000	_____%	2040 (a)	650,000	_____%
2029	370,000	_____%	2041 (a)	685,000	_____%
2030 (a)	390,000	_____%	2042 (a)	720,000	_____%
2031 (a)	410,000	_____%	2043 (a)	760,000	_____%
2032 (a)	435,000	_____%	2044 (a)	800,000	_____%
2033 (a)	455,000	_____%	2045 (a)	840,000	_____%
2034 (a)	480,000	_____%	2046 (a)	885,000	_____%
2035 (a)	505,000	_____%	2047 (a)	930,000	_____%
2036 (a)	530,000	_____%	2048 (a)	980,000	_____%
2037 (a)	560,000	_____%	2049 (a)	1,030,000	_____%
2038 (a)	590,000	_____%			

(a) The Bonds maturing on or after September 1, 2031, are subject to redemption and payment, at the option of the District, in whole or, from time to time, in part, on September 1, 2030, or on any date thereafter, at a price equal to the principal amount thereof, plus accrued interest thereon to the date fixed for redemption.

At the option of the Initial Purchaser, any or all of such serial maturities may be designated as term bonds ("Term Bonds") subject to mandatory sinking fund redemption provided that the mandatory sinking fund redemption amount in each year shall equal the amounts shown above as maturing in such year.

We hereby designate the following as term bonds ("Term Bonds") with mandatory sinking redemptions.

Term Bond Maturity Date (September 1)	Year of First Mandatory Redemption	Principal Amount of Term Bonds	Interest Rate
_____	_____	\$ _____	_____%
_____	_____	_____	_____%
_____	_____	_____	_____%
_____	_____	_____	_____%
_____	_____	_____	_____%

Our calculation (which is not a part of this bid) of the interest cost from the above is:

Total Interest Cost from the Date of Delivery	\$ _____
Plus: Dollar Amount of Discount	
(or Less: Dollar Amount of Premium)	\$ _____
NET INTEREST COST	\$ _____
NET EFFECTIVE INTEREST RATE	_____%

The initial Bonds shall be registered in the name of Cede & Co. as nominee for The Depository Trust Company, New York, New York. We will require ___ copies of the final Official Statement for dissemination to potential purchasers of the Bonds (not to exceed 250 copies). By our submission of this bid, we agree to provide such copies of the final Official Statement and of any amendments or supplements thereto in accordance with the Official Notice of Sale, and to undertake the obligations of the Initial Purchaser described therein, as contemplated by Rule 15c2-12 of the United States Securities and Exchange Commission.

Cashier's Check ("Official Checks" are not acceptable) No. _____, issued by _____, and payable to your order in the amount of \$286,300 (has been made available to you prior to the opening of this bid) as a Good Faith Deposit for disposition in accordance with the terms and conditions set forth in the Official Notice of Sale. Should we fail or refuse to make payment for the Bonds in accordance with the terms and conditions stated in the Official Notice of Sale, this check shall be cashed and the proceeds retained as complete liquidated damages against us. The Good Faith Deposit will be returned to the Initial Purchaser uncashed on the Date of Delivery of the Bonds.

Unless the bidder is exempt from such requirements pursuant to Texas Government Code § 2252.908(c)(4), the District may not accept this bid until it has received from the bidder a completed and signed TEC Form 1295 and Certification of Filing pursuant to Texas Government Code § 2252.908 and the rules promulgated thereunder by the Texas Ethics Commission. The undersigned understands that failure to provide said form and Certification of Filing, when required, will result in a non-conforming bid and will prohibit the District from considering this bid for acceptance.

By executing this Official Bid Form, the bidder represents and verifies that, solely for purposes of Chapter 2271 of the Texas Government Code, at the time of execution and delivery of its bid and through the delivery date of the Bonds, neither the bidder nor a syndicate member listed on this Official Bid Form is a Company¹ that boycotts or will boycott Israel. The terms "boycotts Israel" and "boycott Israel" as used in this paragraph have the meaning assigned to the term "boycott Israel" in Section 808.001 of the Texas Government Code, as amended.

¹ "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit, but does not mean a sole proprietorship.

Additionally, by executing this Official Bid Form, the bidder also represents and certifies that, solely for purposes of Chapter 2252 of the Texas Government Code, at the time of execution and delivery of its bid, neither the bidder nor a syndicate member listed on this Official Bid Form is a Company² (i) that engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapter 2270 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) listed by the Texas Comptroller of Public Accounts under Section 2270.0201 or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" as used in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code. The undersigned agrees to execute, at the request of the District, further written certifications as may be necessary or convenient for the District to establish compliance with these laws.

Additionally, by executing this Official Bid Form, the bidder also represents and verifies that, on behalf of itself and each syndicate member listed on this Official Bid Form that, solely for purposes of Chapter 2276 of the Texas Government Code, at the time of execution and delivery of its bid and through the delivery date of the Bonds, neither the bidder nor a syndicate member listed on this Official Bid Form is a Company² that boycotts or will boycott energy companies. The terms "boycotts energy companies" and "boycott energy companies" as used in this paragraph have the meaning assigned to the term "boycott energy company" in Section 809.001 of the Texas Government Code, as amended.

Additionally, by executing this Official Bid Form, the bidder also represents and verifies that, solely for purposes of Chapter 2274 of the Texas Government Code, at the time of execution and delivery of its bid and through the delivery date of the Bonds, neither the bidder nor a syndicate member listed on this Official Bid Form is a Company² that has a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association or will discriminate against a firearm entity or firearm trade association. The term "discriminates against a firearm entity or firearm trade association" as used in this paragraph has the meaning assigned to the term "discriminate against a firearm entity or firearm trade association" in Section 2274.001(3) of the Texas Government Code.

Notwithstanding anything contained herein, the bidder agrees that liability for breach of verification of the statutory representations and covenants provided above as required by Chapters 2252, 2271, 2274 and 2276 of the Texas Government Code during the term of the contract shall survive until barred by the applicable statute of limitations and shall not be liquidated or otherwise limited by any provision of the contract.

By submitting a bid, the bidder makes and certifies to the representations necessary and convenient for the compliance with the aforementioned laws and, at the request of the District, agrees to execute further written certifications as may be necessary or convenient for the District to establish compliance with the aforementioned laws.

Additionally, by executing this Official Bid Form, the bidder also represents and certifies that, the bidder and each syndicate member listed on the Official Bid Form will (i) preserve all contracting information related to the bid as provided by the records retention requirements applicable to the District through the delivery date of the Bonds, (ii) promptly provide to the District any contracting information related to the bid that is in the custody or possession of the bidder or any syndicate member on request of the District, and (iii) upon delivery of the Bonds to the bidder, either (a) provide at no cost to the District all contracting information related to the bid that is in the custody or possession of the bidder or any syndicate member or (b) preserve the contracting information related to the bid as provided by the records retention requirements applicable to the District. The term "contracting information" as used in this paragraph has the meaning assigned to such term in Section 552.003 of the Texas Government Code.

We will require ___ copies of the final Official Statement for dissemination to potential purchasers of the Bonds (not to exceed 250 copies). By our submission of this bid, we agree to provide such copies of the final Official Statement and of any amendments or supplements thereto in accordance with the Official Notice of Sale, and to undertake the obligations of the Initial Purchaser described therein, as contemplated by Rule 15c2-12 of the United States Securities and Exchange Commission.

² "Company" means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association whose securities are publicly traded, including a whollyowned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit.

The undersigned agrees to complete, execute, and deliver to the District, by the date of delivery of the Bonds, a certificate relating to the "issue price" of the Bonds in the form accompanying the Official Notice of Sale.

We hereby represent that sale of the Bonds in jurisdictions other than Texas will be made only pursuant to exemptions from registration or qualification and that, where necessary, we will register or qualify the Bonds in accordance with the securities laws and regulations of the jurisdictions in which the Bonds are offered or sold.

We agree to accept delivery of and make payment for the initial Bonds in immediately available funds at the corporate trust office of BOKF, NA, Dallas, Texas, not later than 10:00 A.M., Central Time, on September 30, 2025, or thereafter on the date the Bonds are tendered for delivery pursuant to the terms set forth in the Official Notice of Sale.

Respectfully submitted,

By:

Authorized Representative

ACCEPTANCE CLAUSE

The above and foregoing bid is hereby in all things accepted by Brazoria County Municipal Utility District No. 57 this 4th day of September 2025.

ATTEST:

Secretary, Board of Directors

President, Board of Directors

Return of \$286,300 Good Faith Deposit is hereby acknowledged:

Firm: _____

By: _____

Date: _____

(For your information you will find attached a list of the group of underwriters associated with us in this proposal.)

\$14,315,000

BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 57

UNLIMITED TAX BONDS
SERIES 2025

BOND YEARS

Dated Date: September 1, 2025

Interest accrues from: Date of Delivery

Due: September 1

<u>Year</u>	<u>Amount</u>	<u>Bond Years</u>	<u>Accumulated Bond Years</u>
2027	\$ 335,000	643.0139	643.0139
2028	355,000	1,036.4028	1,679.4167
2029	370,000	1,450.1944	3,129.6111
2030	390,000	1,918.5833	5,048.1944
2031	410,000	2,426.9722	7,475.1667
2032	435,000	3,009.9583	10,485.1250
2033	455,000	3,603.3472	14,088.4722
2034	480,000	4,281.3333	18,369.8056
2035	505,000	5,009.3194	23,379.1250
2036	530,000	5,787.3056	29,166.4306
2037	560,000	6,674.8889	35,841.3194
2038	590,000	7,622.4722	43,463.7917
2039	620,000	8,630.0556	52,093.8472
2040	650,000	9,697.6389	61,791.4861
2041	685,000	10,904.8194	72,696.3056
2042	720,000	12,182.0000	84,878.3056
2043	760,000	13,618.7778	98,497.0833
2044	800,000	15,135.5556	113,632.6389
2045	840,000	16,732.3333	130,364.9722
2046	885,000	18,513.7083	148,878.6806
2047	930,000	20,385.0833	169,263.7639
2048	980,000	22,461.0556	191,724.8194
2049	1,030,000	24,637.0278	216,361.8472

Total Bond Years: 216,361.8472

Average Maturity: 15.1143 years

Brazoria Municipal Utility District No. 57
Utility Debt Service Tax Rate Analysis - No Growth Scenario
 Proposed \$14,315,000 Bond Issue, Series 2025 - 5.25% Interest Rate

Year Ending 12/31	Beginning Fund Balance as of 07/10/2025	Fund Increases: Earnings @ 2.000%	Capitalized Interest	Prior Year Taxable AV	AV Growth Percentage	Tax Rate / \$100 of Assessed Value	Tax Collections @ 100.00%	Total Funds Available	Current Debt Service	Proposed Debt Service Series 2025	Total Debt Service	Ending Balance	Debt Service Coverage %
2025	-	-	1,127,306	6,922,504	-	-	-	1,127,306	-	690,997	690,997	1,127,306	163.142%
2026	1,127,306	22,546	-	69,348,870	901.789%	0.730000	506,247	1,656,099	-	1,085,538	1,085,538	965,102	88.824%
2027	965,102	19,302	-	143,180,121	106.464%	0.730000	1,045,215	2,029,619	-	1,088,950	1,088,950	943,082	86.605%
2028	943,082	16,662	-	143,180,121	-	0.730000	1,045,215	2,007,158	-	1,085,313	1,085,313	918,206	84.603%
2029	918,208	18,364	-	143,180,121	-	0.730000	1,045,215	1,981,787	-	1,085,088	1,085,088	896,475	82.557%
2030	896,475	17,929	-	143,180,121	-	0.730000	1,045,215	1,959,619	-	1,085,413	1,085,413	873,732	80.490%
2031	873,732	17,475	-	143,180,121	-	0.730000	1,045,215	1,936,421	-	1,088,888	1,088,888	851,009	78.151%
2032	851,009	17,020	-	143,180,121	-	0.730000	1,045,215	1,913,244	-	1,086,050	1,086,050	824,356	75.904%
2033	824,356	16,487	-	143,180,121	-	0.730000	1,045,215	1,886,058	-	1,087,163	1,087,163	800,008	73.587%
2034	800,008	16,000	-	143,180,121	-	0.730000	1,045,215	1,861,223	-	1,086,963	1,086,963	774,061	71.213%
2035	774,061	15,481	-	143,180,121	-	0.730000	1,045,215	1,834,757	-	1,085,450	1,085,450	747,794	68.893%
2036	747,794	14,956	-	143,180,121	-	0.730000	1,045,215	1,807,965	-	1,087,625	1,087,625	722,515	66.431%
2037	722,515	14,450	-	143,180,121	-	0.730000	1,045,215	1,782,180	-	1,088,225	1,088,225	694,555	63.825%
2038	694,555	13,891	-	143,180,121	-	0.730000	1,045,215	1,753,661	-	1,087,250	1,087,250	665,436	61.204%
2039	665,436	13,309	-	143,180,121	-	0.730000	1,045,215	1,723,960	-	1,084,700	1,084,700	636,710	58.699%
2040	636,710	12,734	-	143,180,121	-	0.730000	1,045,215	1,694,659	-	1,085,575	1,085,575	609,959	56.183%
2041	609,959	12,199	-	143,180,121	-	0.730000	1,045,215	1,667,372	-	1,084,613	1,084,613	581,798	53.641%
2042	581,798	11,636	-	143,180,121	-	0.730000	1,045,215	1,638,645	-	1,086,813	1,086,813	554,036	50.978%
2043	554,036	11,081	-	143,180,121	-	0.730000	1,045,215	1,610,332	-	1,086,913	1,086,913	523,519	48.166%
2044	523,519	10,470	-	143,180,121	-	0.730000	1,045,215	1,579,205	-	1,084,913	1,084,913	492,292	45.376%
2045	492,292	9,846	-	143,180,121	-	0.730000	1,045,215	1,547,353	-	1,085,813	1,085,813	462,140	42.589%
2046	462,140	9,249	-	143,180,121	-	0.730000	1,045,215	1,516,904	-	1,084,350	1,084,350	431,092	39.756%
2047	431,092	8,622	-	143,180,121	-	0.730000	1,045,215	1,484,928	-	1,085,525	1,085,525	400,573	36.902%
2048	400,578	8,012	-	143,180,121	-	0.730000	1,045,215	1,453,905	-	1,084,075	1,084,075	368,283	33.972%
2049	368,280	7,366	-	143,180,121	-	0.730000	1,045,215	1,420,860	-	1,084,075	1,084,075	336,785	31.009%
Totals		337,287	1,127,306			0.730000	24,546,189			25,673,997	25,673,997		



Exhibit B
Consent Conditions

(a) The District may issue bonds, including refunding bonds, only for the purpose of purchasing, refinancing, designing and constructing, or otherwise acquiring waterworks systems, sanitary sewer systems, storm sewer systems, drainage facilities, and fire, parks and recreational facilities, and streets and thoroughfares, or parts of such systems or facilities, and to make any and all necessary purchases, constructions, improvements, extensions, additions, and repairs thereto, and to purchase or acquire all necessary land, right-of-way, easements, sites, equipment, buildings, plants, structures, and facilities therefor, and to operate and maintain same, and to sell water, sanitary sewer, and other services within or without the boundaries of the District. No bonds will be issued with a final maturity date more than 25 years from the date of issuance, and the first principal maturity must occur within three years of the date of issuance. The Bonds shall have level debt service requirements. Level debt service shall mean that during the period beginning with the calendar year of the first principal payment on a bond issue and ending in the calendar year of the final scheduled maturity of said issue, the spread from the greatest debt service in a calendar year during said period to the least debt service in a calendar year during said period shall not be more than \$15,000. The intent may be demonstrated by submitting a proposed Notice of Sale and estimated bid using the proposed maturity pattern that shows coupons, interest and total debt service requirements that meets the required standard above to the City for prior approval. Having shown intent to comply by getting approval of the structure by the City in advance of advertising for sale will be sufficient in the event the actual results of a competitive sale return debt service payments that otherwise would not meet the standard of \$15,000 difference between maximum and minimum annual debt service payments. Such bonds must provide that the District reserves the right to redeem said bonds on any date subsequent to the 10th anniversary of the date of issuance (or any earlier date at the discretion of the District) without premium, and none of such bonds, other than refunding bonds, will be sold for less than 97 percent of par; provided that the net effective interest rate on bonds so sold, taking into account any discount or premium as well as the interest rate borne by such bonds, will not exceed two percent above the highest average interest rate reported by the Daily Bond Buyer in its weekly "20 Bond Index" during the one-month period next preceding the date of the sale of such bonds. No bonds of the District may be issued without specific City consent if the City has given notice to the District that it intends to dissolve the District in accordance with applicable law within 120 or fewer days after such notice.

(b) Any refunding bonds of the District must provide for level debt service savings (annual savings must be approximately equal for each year with no more than \$7,500 between the maximum and minimum savings per year), a minimum of three percent present value savings, and no maturity beyond the latest maturity of the refunded bonds, unless approved by the City in writing prior to the sale thereof.



MANVEL CITY COUNCIL DATA SHEET

MEETING DATE: September 2, 2025

TOPIC: Public hearing followed by consideration of a request to change the zoning classification of an approximate 13.08-acre commercial reserve, located at 17315 Highway 6, Manvel Texas, from Manvel Town Center PUD/ Highway 6 Overlay District to Manvel Town Center PUD/ Highway 6 Overlay District/SUP; providing for the granting of a Specific Use Permit with conditions to authorize the use of the subject site for NAICS use 621111 “Offices of Physicians (Except Mental Health Specialists)”.

BACKGROUND:

- The requested SUP pertains to the use of a lease space within a retail building located at 17315 Highway 6 / Morris Avenue, Manvel, Texas. This building is developed within Reserve “A” of Manvel Town Center Phase 1B plat (an approximate 13.08-acre tract of land), which includes other existing and proposed retail buildings, parking, and common areas (Site Plan included in the Staff Report). The entire Reserve “A” is part of the Manvel Town Center PUD which is located at the northwestern corner of the State Highway 6 and State Highway 288 intersection.
- The applicant, Gerard Hillsman with Identity Architecture, is requesting approval of a Specific Use Permit (SUP) on behalf of the property owner, Steve Chandler with Manvel Town Center, LTD, to allow the operation of a family medicine clinic under the Memorial Hermann Medical Group Primary Care network. A SUP is required for this use, as it falls under NAICS Code 621111 – “Offices of Physicians (Except Mental Health Specialists)”, which requires an SUP within the PUD and LC zoning district per the 2020 zoning ordinance amendment.
- The request includes the first-time interior buildout of an existing shell space. The clinic is proposed to operate Monday through Friday from 8:00 a.m. to 5:00 p.m. and will be staffed by approximately three to four personnel, including doctors, nurses, and an office manager. A previous PUD amendment was submitted to allow this use but was withdrawn, prompting this SUP application. Parking, drainage, and traffic-related requirements have been addressed through the approved plat and construction plans.
- The Notice of Public Hearing was published in the newspaper of general circulation and all property owners within 200 feet of the property were notified and staff is not aware of any opposition.
- Additional details and staff analysis are included in the attached staff report.

STAFF RECOMMENDATION: City staff recommends approval of this requested SUP with the conditions listed in the Staff Report. (Proposed Ordinance No. 2025-O-24)

PD&Z PUBLIC HEARING AND DISCUSSION: There were no public comments made on the proposed project. The commission clarified that the existing Memorial Hermann facility in Manvel Town Center is an urgent care and that the proposed use is a clinic.

PD&Z RECOMMENDATION: The PD&Z Commission recommended approval of Ordinance No. 2025-O-24 with a vote of seven (7) "Yeas" to zero (0) "Nays" at their September 25, 2025, meeting.

ATTACHMENTS: PD&Z Final Report and Proposed Ordinance No. 2025-O-24

FUNDING ISSUES

- Not applicable
- Not budgeted
- Full amount already budgeted
- Funds to be transferred from Acct.#

<p>SUBMITTING STAFF MEMBER</p> <p>Ellie Roohbakhsh, Senior Planner</p>	<p>FINANCE DIRECTOR APPROVAL __NA__</p> <p>CITY MANAGER APPROVAL __YES__</p>
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FINAL REPORT TO CITY COUNCIL

Specific Use Permit

Agenda of:	August 25, 2025	Initiated By:	Jose Abraham Director, Development Services
Subject:	PUD/ SH-6 to PUD/ SH-6-SUP	Presented By:	Ellie Roohbakhsh Senior Planner
Recommended Action:	A Public Hearing followed by consideration and action to approve Ordinance No. 2025-0-24		

SUMMARY

The subject site is located at 17315 Highway 6, within the Manvel Town Center Planned Unit Development (PUD)/State Highway 6 Overlay (SH6) District. The applicant, Gerard Hillsman of Identity Architecture, on behalf of property owner Steve Chandler (Manvel Town Center, LTD), is requesting an SUP to allow a family medicine facility under the Memorial Hermann Medical Group Primary Care network within a lease space at the subject site. The proposed use, classified as NAICS Code 621111 “Offices of Physicians (Except Mental Health Specialists),” is allowed in the Town Center PUD with the approval of a Specific Use Permit (SUP). The proposed primary care clinic is expected to operate Monday through Friday from 8:00 a.m. to 5:00 p.m., staffed by approximately three to four doctors, nurses, and an office manager.

Staff Recommendation: Approval with conditions

PD&Z Recommendation: Approval with conditions

EXHIBITS

Aerial Vicinity Map, Zoning Map, Major Thoroughfare Plan Map, Manvel Town Center Site Plan, Application, Letter of Authorization, Letter of Request, Plat, Partial Enlarged Vicinity Map, Overall Landscape Plan, Site Plan, Floor Plan, Exterior Elevations, Public Hearing Notice, And Site Photos.

GENERAL SITE INFORMATION

The following is a summary of general site information.

Surrounding Property Zoning	<p>North: Planned Unit Development District / State Highway 6 Overlay District (PUD/SH6) & (PUD/SH6/SUP) – (Nail Salons)</p> <p>South: Light Commercial District / State Highway 6 Overlay District (LC/SH6)</p> <p>East: Planned Unit Development District / Highway 6 Overlay District (PUD/SH6) & (PUD/SH6/SUP) – (Ambulatory Health Care Services)</p> <p>West: Planned Unit Development District / State Highway 6 Overlay District (PUD/SH6) & (PUD/SH6/SUP) – (Offices of Dentists)</p>
Surrounding Land Use	<p>North: H-E-B, Under Construction Lowe’s, Milano Nail Spa, and retail stores</p> <p>South: Chevron gas station with convenience store, and vacant/undeveloped land</p> <p>East: Verizon, Memorial Hermann–GoHealth Urgent Care, Smoothie King, and retail stores</p> <p>West: Dental Office, McDonald’s, Whataburger, and additional commercial uses within the Town Center</p>
Major Thoroughfare	Subject site is located at the intersection of Hwy 6 and SH 288



AERIAL VICINITY MAP



Memorial Hermann Medical Group Primary Care

17315 state Highway 6, Suite 101



▭ Parcels

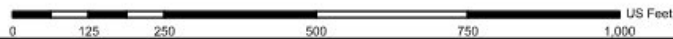
▭ Memorial Hermann Medical Group Primary Care

▭ City of Manvel ETJ

▭ City of Manvel City Limits



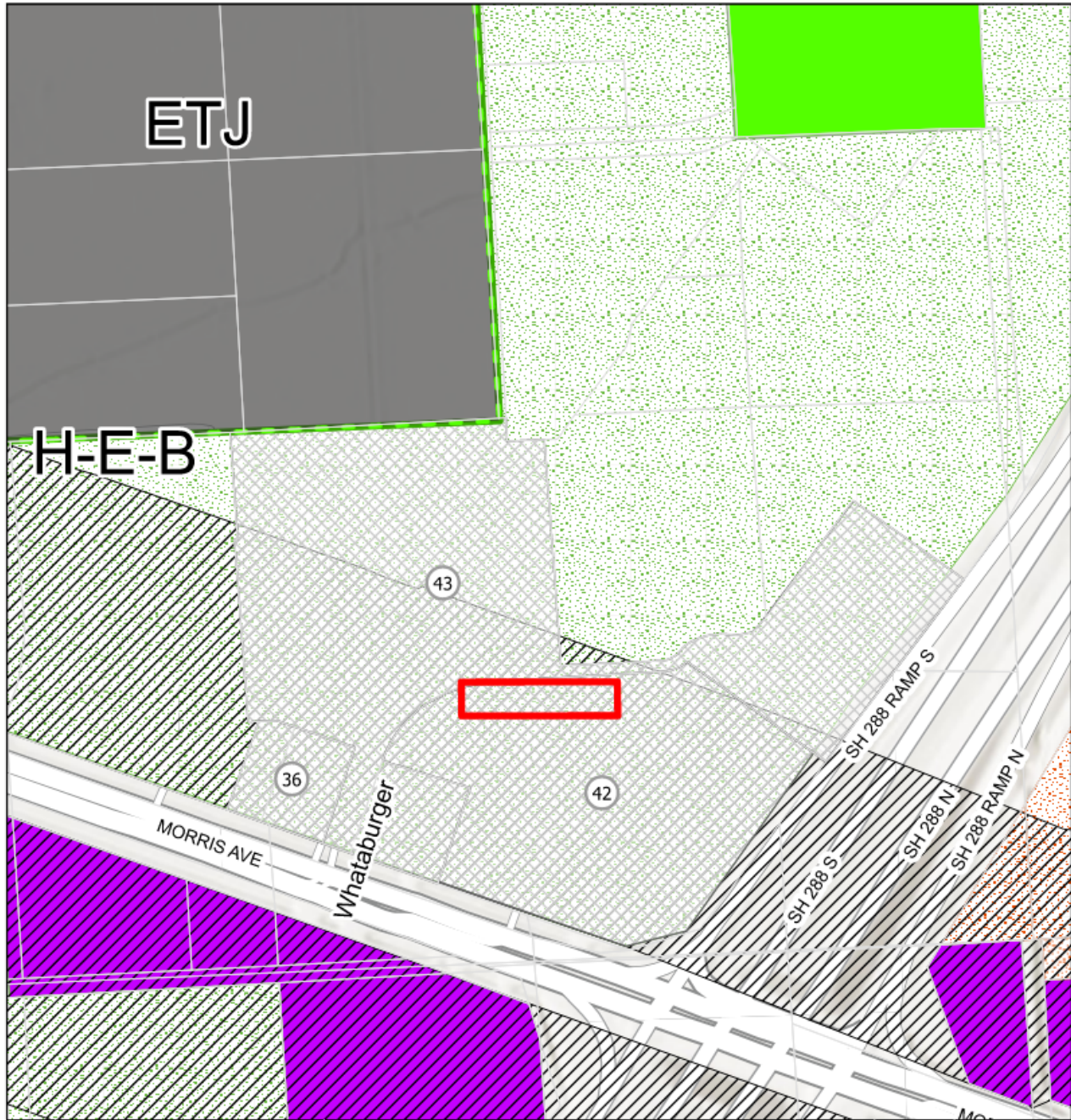
This map is made available for reference purposes only and should not be relied on for a specific project. The City of Manvel will not accept liability of any kind in connection with its use.



Date: May 2025
Reference: 2025047
Data Source: City of Manvel,
Brazoria County Open Data



ZONING VICINITY MAP



SPECIFIC USE PERMITS LEGEND

Label No	Address	Specific Use Description	Ordinance No	Effective Date	Zoning Classification
36	17205 Highway 6/ Morris Ave	NACIS USE OFFICE OF DENTISTS	2023-O-15	3/20/2023	PUD/SH6-SUP
42	21708 Highway 288	NAICS USE 621493 "Ambulatory Health Care Services"	2024-O-17	5/6/2024	PUD/SH6-SUP
43	17221 State Highway 6, Suite 103	NAICS USE 812113 "Nail Salon"	2024-O-25	7/1/2024	PUD/SH6-SUP

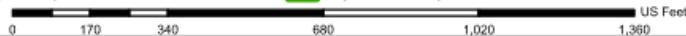
Memorial Hermann Medical Group Primary Care
17315 state Highway 6, Suite 101

- Memorial Hermann Medical Group Primary Care
- Open - Planned Unit Development
- Specific Use Permits
- Light Commercial District
- Parcels
- State Highway 6 Overlay District
- Planned Unit Development
- City of Manvel ETJ
- City of Manvel City Limits
- Single-Family Residential District



This map is made available for reference purposes only and should not be considered to be a warranty product. The City of Manvel will not accept liability of any kind in connection with this map.

Drawn May 2025
Reference: 2025047
Data Source: City of Manvel, Brazoria County Open Data



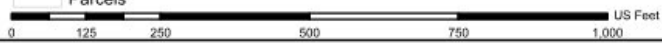


MAJOR THOROUGHFARE PLAN MAP



Memorial Hermann Medical Group Primary Care
17315 State Highway 6, Suite 101

-  Parkway (120' ROW)
-  Memorial Hermann Medical Group Primary Care
-  Proposed Parkway (120' ROW)
-  City of Manvel ETJ
-  Major Thoroughfare (120' ROW)
-  City of Manvel City Limits
-  Parcels



Draw: May 2025
Reference: 2025047
Data Source: City of Manvel,
Brazoria County Open Data



ZONING ORDINANCE PROVISIONS FOR SPECIFIC USE PERMITS

In Section 77-50 (a) *Uses Requiring Specific Use Permit*, of the Zoning Ordinance it states “*certain uses of land, buildings or structures may not be appropriate under all circumstances in any given zoning district but may be appropriate where adequate precautions can be taken to assure compatibility with surrounding uses, public need, and the orderly development of the city as a whole. This section provides City Council and Planning, Development, and Zoning the opportunity to deny or to conditionally approve those uses for which specific use permits are required. These uses generally have unusual characteristics or are of a public or semipublic character often essential or desirable for the general convenience and welfare of the community. However, because of the nature of use, the importance of the use’s relationship to the comprehensive plan, or possible adverse impact on neighboring properties of the use, review, evaluation, and exercise of planning judgement relative to the location and site plan of the proposed use are required.*”

In Section 77-50 (b) of the Zoning Ordinance it further states, “*the City Council, after receiving the recommendation of the planning, development and zoning commission, may by ordinance, grant a specific use permit for the permitted uses, as herein qualified by the permitted use table, in locations and zoning districts to permit a use where they are not otherwise permitted by this article, and may impose any appropriate conditions and safeguards to protect property and property values, and in the interest of health, safety or welfare.*”

PROJECT DETAILS

The requested SUP pertains to the use of a lease space within a retail building located at 17315 Highway 6 / Morris Avenue, Manvel, Texas. This building is developed within Reserve “A” of Manvel Town Center Phase 1B plat (an approximate 13.08-acre tract of land), which includes other existing and proposed retail buildings, parking, and common areas (Site Plan attached). The entire Reserve “A” is part of the Manvel Town Center PUD which is located at the northwestern corner of the State Highway 6 and State Highway 288 intersection. The applicant plans to lease approximately 8,910 square feet of an existing 16,460-square-foot retail building to operate a primary care clinic, expected to run Monday through Friday, 8:00 a.m. to 5:00 p.m., with a staff of three to four doctors, nurses, and an office manager.

The Manvel Town Center PUD document (Ordinance No. 2017-O-33) allows all uses that are permitted within City’s LC district and certain other additional specific commercial uses. However, the PUD document also requires SUP approval for land uses allowed in the LC district with SUP. Therefore, the applicant is requesting a SUP to allow NAICS Use No. 621111 – “Offices of Physicians (Except Mental Health Specialists)” at the subject site.

Please note that a PUD amendment was previously submitted to allow this use, but the request was later withdrawn. Manvel Town Center is currently under construction and is intended to include a mix of retail, commercial, and office uses. Parking, drainage, and traffic impact analysis (TIA) requirements for the site have already been addressed through the existing plat and approved construction plans.

PREDETERMINED CONDITIONS FOR THE PROPOSED USE (Section 77-50. (g)).

Section 77-50(g) of the Zoning Ordinance provides the following predetermined conditions that apply to the proposed use:



- a. Unless otherwise required by state law or regulation, the facility is only permitted to operate during the hours of 7:00 a.m. to 10:00 p.m. each day.
- b. All waiting and/or lobby areas shall maintain an unobstructed view from the outside; and
- c. All doors shall remain unlocked and accessible during normal business hours.

Please note that the proposed use meets the predetermined conditions applicable to Ambulatory health care services use.

SUP CRITERIA FOR APPROVAL AND STAFF ANALYSIS

Section 77-50(e) of the Zoning Ordinance provides the following approval criteria for SUP requests. These criteria help in determining whether the proposed use is in harmony with existing surrounding uses and zoning districts.

1. Conformance to Comprehensive Plan: The vision statement in the 2015 Comprehensive Plan seeks to maintain its rural character and small-town values while managing its growth by: “Benefiting from our strategic location by encouraging well planned quality retail, commercial and residential development that reflects and enhances our small-town quality of life”. The subject site, being located along a major thoroughfare, makes it an appropriate location for the proposed use and hence aligns with the Comprehensive plan goals.
2. Compatibility with the character of the neighborhood: The proposed primary care clinic will occupy an existing retail lease space and will not involve any new exterior development or building expansion. The proposed use is consistent with the overall character of the area, given that the Manvel Town Center PUD is planned and zoned to accommodate a mix of commercial, office, and retail uses. A primary care clinic aligns well with this vision and will contribute to the diverse range of services offered within the Manvel Town Center.
3. The suitability of the property for the uses permitted by right: The subject site is zoned Manvel Town Center PUD and lies within the SH6 Overlay District, surrounded by established commercial uses such as H-E-B, Lowe’s, Verizon, Memorial Hermann – GoHealth Urgent Care, Teal Ridge Dental Care, McDonald’s, and various retail shops. This context supports the suitability and compatibility of the proposed primary care clinic within the area.
4. Detrimental impact on nearby property: The proposed use will not have detrimental impact on nearby properties considering the commercial nature of Manvel Town Center.
5. Traffic and Parking issues: The proposed primary care clinic will occupy an existing space within Manvel Town Center, built per approved plans. Adequate shared parking is already provided, and no additional parking is required. A TIA has been completed, and no significant traffic impacts are anticipated. The development meets the minimum parking requirement of 5 spaces per 1,000 sq ft, ensuring sufficient capacity for the proposed use and other uses.
6. Harm to the value of nearby properties: The surrounding properties are primarily zoned Manvel Town Center PUD and LC or consist of vacant land. Given the commercial nature of the area and the existing zone designations, the proposed use is not expected to negatively impact nearby property values. Additionally, the presence of the Town Center PUD and the Highway 6 Overlay District further reinforces the appropriateness of this type of medical office use at the subject location.
7. Impedance to orderly development surrounding vacant property: The surrounding properties are zoned Manvel Town Center PUD, LC, and SH6 District. These zoning designations support



a range of commercial and office uses. As such, the proposed primary care clinic is compatible with the intended development pattern and is not expected to impede the orderly development of adjacent or nearby vacant land.

8. Utility Provisions: The proposed use will not have any additional impact on utility services.
9. Safe site development and layout: The proposed primary care clinic will occupy an existing commercial lease space and will not include any exterior site improvements, and the existing complies with all applicable city regulations and development standards.
10. Lighting: Exterior lighting was installed per Manvel Town Center PUD standards. No changes are proposed, and no additional impacts are anticipated.
11. Landscaping and screening: Landscaping was completed in accordance with Manvel Town Center PUD standards. No additional landscaping or screening is required at this time.
12. Other appropriate conditions and safeguards in the interest of health, safety or welfare: The proposed use will comply with all applicable building and safety codes, ensuring that it does not pose risks to public health, safety, or welfare.

STAFF RECOMMENDATION

Based on the above discussion, staff recommends approval of this SUP request for the subject site to allow NAICS use 621111 "Offices of Physicians (Except Mental Health Specialists)" with the following conditions:

1. This Specific Use Permit applies only for 17315 Highway 6 / Morris Avenue, Suite #101 with floor area not to exceed 8,910 square feet.
2. Unless otherwise required by state law or regulation, the facility is only permitted to operate during the hours of 7:00 a.m. to 10:00 p.m. each day;
3. All waiting and/or lobby areas shall maintain an unobstructed view from the outside; and
4. All doors shall remain unlocked and accessible during normal business hours.

City staff recommends forwarding a Final Report to City Council indicating Conditional Approval of the requested SUP (Proposed Ordinance No. 2025-0-24)

PD&Z DISCUSSION AND RECOMMENDATION

At August 25, 2025, Planning, Development, and Zoning (PD&Z) Commission meeting, a public hearing was held to receive input on this request. The commission clarified that the existing Memorial Hermann facility in Manvel Town Center is an urgent care and that the proposed use is a clinic.

The PD&Z Commission is recommending approval of this request with conditions provided by staff. The motion to approve passed with a vote of seven (7) "Yeas" to zero (0) "Nays." Therefore, the Planning, Development, and Zoning Commission is recommending approval of proposed Ordinance No. 2025-0-24



PUBLIC HEARING

The Notice of Public Hearing was published in the newspaper of general circulation. All property owners within 200 feet of the property were notified. At the time of writing this report, staff is not aware of any opposition to the request. Please note that public hearing notices were sent out to property owners within 200 feet from the subject site, however, none of the properties across from Highway 6 and SH 288 were located within 200 feet.



MANVEL TOWN CENTER SITE PLAN

MANVEL TOWN CENTER | HWY 288 & SH-6, MANVEL, TX 77578



Current Tenants

1	H-E-B	108,000 sf
2	Great Clips	1,100 sf
3	Milano Nails	5,000 sf
4	Marble Slab	1,500 sf
5	AT&T	1,400 sf
6	Burlington*	25,077 sf
7	Ross*	22,277 sf
8	Five Below*	8,470 sf
9	Marshalls*	22,354 sf
10	Ulta*	12,504 sf
11	Petco*	13,860 sf
12	Lowe's	14,757 sf
13	Target	
14	Chipotle	
15	Available	
16	Jersey Mike's	
17	Available	
18	Aki Steak & Sushi	
19	Verizon	
20	Available	
21	McDonald's	
22	Wendy's	
23	CVS	
24	Available	
25	Five Guys Burgers & Fries	
26	Memorial Hermann	
27	Available	
28	Available	

Retail A

1	103,000 sf
2	9,000 sf
3	1,100 sf
4	5,000 sf
5	1,500 sf
6	1,400 sf

Retail B

14	Available
15	Available
16	Available
17	Available
18	Available

Retail C

19	Verizon
20	Available
21	McDonald's
22	Wendy's
23	CVS
24	Available
25	Five Guys Burgers & Fries

Proposed Anchors

6	Chick Fil A*	167 ac
7	Portillos*	0.88 ac
8	Chuy's*	1.13 ac
9	In-N-Out Burger*	0.88 ac
10	Olive Garden*	167 ac
11	Available	1.24 ac
12	Available	1.24 ac
13	Available	1.24 ac
14	Available	1.30 ac

Outparcels

1	12,300 sf
2	2,550 sf
3	2,000 sf
4	1,400 sf
5	2,850 sf
6	4,000 sf
7	10,000 sf
8	2,400 sf
9	2,000 sf
10	2,400 sf
11	9,600 sf
12	2,000 sf
13	2,600 sf
14	16,000 sf
15	9,000 sf
16	2,400 sf
17	4,000 sf

10,400 sf

6	3,150 sf
7	1,350 sf
8	1,900 sf
9	4,000 sf
10	3,300 sf
11	4,456 sf
12	3,745 sf
13	0.94 ac

Outparcels

6	Chick Fil A*
7	Portillos*
8	Chuy's*
9	In-N-Out Burger*
10	Olive Garden*
11	Available
12	Available
13	Available
14	Available

*Proposed Tenants

weitzman

The information was obtained from sources deemed reliable, however, Weitzman has not verified, and makes no guarantee, warranties or representations as to the completeness or accuracy thereof. The presentation of this real estate information is subject to errors, omissions, change of price, or sale of lease, or withdrawal without notice. You and your advisors should conduct a careful independent investigation of the property to determine if it is suitable for your intended purposes.



APPLICATION



DEVELOPMENT SERVICES
20025 HIGHWAY 6
MANVEL, TX 77578
P: 281-489-0630
F: 281-489-0634

SPECIFIC USE PERMIT APPLICATION

PROJECT INFORMATION

Project Name: Memorial Hermann Medical Group Primary Care
Project Location/Address: 17315 Highway 6, Suite 101, Manvel, TX USA 77578
Legal Description: MANVEL TOWN CENTER PH 1B (A0291) (MANVEL) LOT RESERVE A (UNRESTRICTED) ACRES
Legal Description: 13.08
Current Zoning: _____ Proposed Land Use: _____ NAICS No.: 621111
Parcel/Tax ID# (s): 713693 Total Acreage: 13.08 **First Time Buildout of an Existing Tenant Leased Space within Office Building for a Primary Care Clinic**

APPLICANT INFORMATION

Applicant Name: Gerard Hillsman
Company Name: Identity Architecture
Address: 111 Travis Street City: Houston State: TX Zip: 77002
Phone #: 346-772-4242 Email: ghillsman@identityarchitects.com

This is to certify that the information on this form is COMPLETE, TRUE, and CORRECT, and I, the undersigned, am authorized to make this application on behalf of the owner(s). I understand that this application will expire one year from the date submitted.

Gerard Hillsman 6/13/2025
Applicant Signature (REQUIRED) Date

PROPERTY OWNER INFORMATION

Owner(s) Name: Manvel Town Center, LTD
Address: 1800 Bering, Suite 550 City: Houston State: TX Zip: 77057
Phone #: 713-781-7111 Email: schandler@weitzmangroup.com

PROPERTY OWNER'S AUTHORIZATION (Required – If owner is also the applicant, must sign as both):
I am the owner of the property for which this application is being made. I authorize the above person (Applicant) to submit this application and to correspond with the City of Manvel regarding this application on my behalf.

[Signature] 6-13-25
Owner's Signature (REQUIRED) Date



DEVELOPMENT SERVICES

20025 HIGHWAY 6
MANVEL, TX 77578
P: 281-489-0630
F: 281-489-0634

SUBMITTAL CHECKLIST

So that we may efficiently review your project in a timely manner, it is important that all required documents and fees listed on the "Submittal Checklist" below are submitted with your application. One or more of the required documents may be waived due to the nature of the development; however, it is incumbent upon the applicant to inquire about these exceptions for your project **before** submitting an application. Answers to specific use permit applications can be obtained by attending a pre-development meeting with our Development Review Committee (DRC) prior to submitting a formal application. Please call the phone number on the application to schedule an appointment. Submit application and accompanying documents to the Permits and Inspections at the address above Monday through Thursday between the hours of 7:30 a.m. and 5:30 p.m. and Friday between the hours of 7:30 a.m. and 11:30 a.m.

SPECIFIC USE PERMIT SUBMITTAL CHECKLIST ITEMS	REQUIRED (PLEASE CHECK)
Completed Specific Use Permit Application (with all signatures)	X
Two (2) Copies of a Conceptual Plan (building, parking, landscaping, etc. locations)	X- Buildout Plans
Two (2) Legal Descriptions of Property (metes & bounds description if not platted)	X
Two (2) Copies of Recorded Plat (if platted)	N/A
Two (2) Applicant Letters of Request	N/A
Traffic Impact Analysis, (if applicable)	N/A
Paid Application Fee	Pending Invoice

APPLICANT CERTIFICATION

By signing below, I acknowledge that I have reviewed the Submittal Checklist and have included the required submittal items and reviewed them for completeness and accuracy. I also acknowledge that my application will be rejected if it is deemed incomplete.

Gerard Hillsman

6/13/2025

Applicant Signature

Date



LETTER OF AUTHORIZATION



DEVELOPMENT SERVICES
20025 HIGHWAY 6
MANVEL, TX 77578
P: 281-489-0630
F: 281-489-0634

LETTER OF AUTHORIZATION

Have property owner complete and sign, if applicant differs from property owner.

Manvel Town Center, LTD
Owner Name

1800 Bering, Suite 550
Owner Address

Houston, Texas 77057
Owner City, State Zip

6-13-25
Date

Building and Inspections
20025 Highway 6
Manvel, TX 77578

Dear City of Manvel Permits and Inspections,

I, Steve Chandler, certify that I am the owner of the project property located at 17315 Highway 6, Suite 101, Manvel, TX 77578 and that the forgoing statements and answers made and all data, information, and evidence herewith submitted are in all respects to the best of my knowledge and belief, true, and correct. I appoint Gerard Hillsman with the company Identity Architecture (if applicable) to act as my representative for this project. I agree to be responsible for payment of bills due to the City of Manvel related to this application. Furthermore, I understand that any material misrepresentation of this application, failure to comply with ordinances, and /or failure to remit payment for services can lead to delays in this project – up to and including rejecting the project and forfeiting any fees paid.

Please contact me directly at 713-781.7111 if you have any questions.

Sincerely,

Owner Name Manvel Town Center, LTD

Owner Signature 



REQUEST LETTER



July 7, 2025

City of Manvel
Planning Department
20025 Highway 6
Manvel, TX 77578
281-489-0630

Warmest Greeting Planning Department,

Please accept this Letter of Intent for a commercial construction project located

17315 Highway 6, Suite 101, Manvel, TX 77578 located in the Manvel Town Center.

The legal description of the space is: MANVEL TOWN CENTER PH 1B (A0291) (MANVEL) LOT RESERVE A (UNRESTRICTED) ACRES 13.08

We will be doing a first-time buildout of the interior existing tenant space within the shell building.

The space is going to be used as a Primary Care Clinic not an Urgent Care Clinic.

It is going to be used for Family Medicine, and they will provide general exams

There will be about 3 to 4 doctors, nurses and an office manager in attendance at the clinic.

The hours of operation will be Monday- Friday from 8am to 5pm.

Please see the enclosed Site Plan, Plat, Floor Plans for the Building and Suite, Equipment List, Exterior Elevations.

Thanks.

GERARD HILLSMAN
Construction Coordinator
713.595.2150 *office*
346.772.4242 *direct*
ghillsman@identityarchitects.com
www.identityarchitects.com
111 Travis Street, Houston, Texas 77002





PLAT

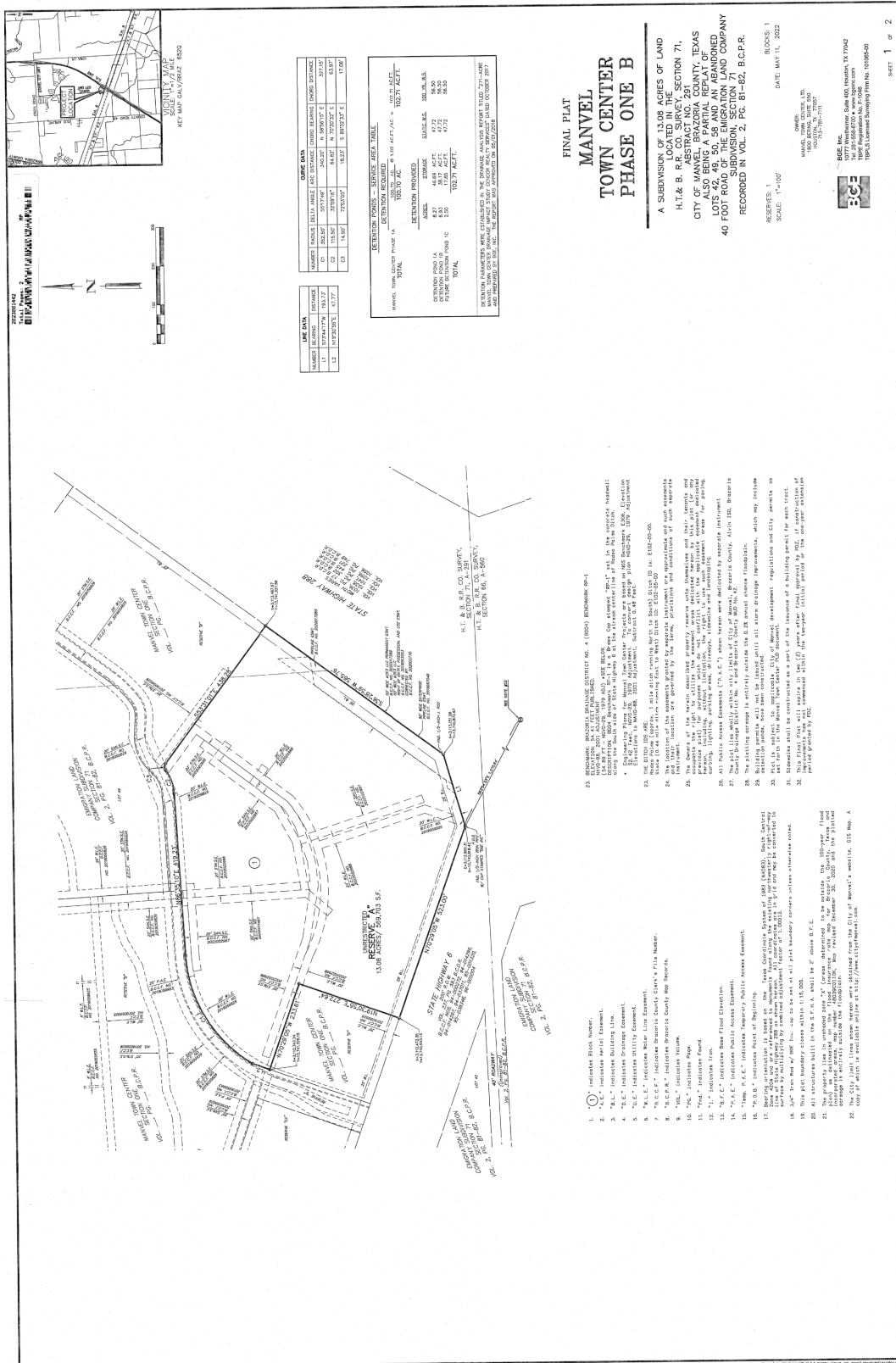


Table with 4 columns: LINE DATA, AREA DATA, PERCENTAGE, and OTHER DATA. It lists various measurements and percentages for the plat.

Table with 2 columns: DETENTION POND - SURFACE AREA TABLE and DETENTION POND - STORAGE AREA TABLE. It provides detailed information about the detention ponds, including surface and storage areas.

FINAL PLAT
MANVEL TOWN CENTER PHASE ONE B
A SUBDIVISION OF 13.08 ACRES OF LAND
LOCATED IN THE SECTION 71,
ABSTRACT NO. 231,
CITY OF MANVEL, BRAZORIA COUNTY, TEXAS

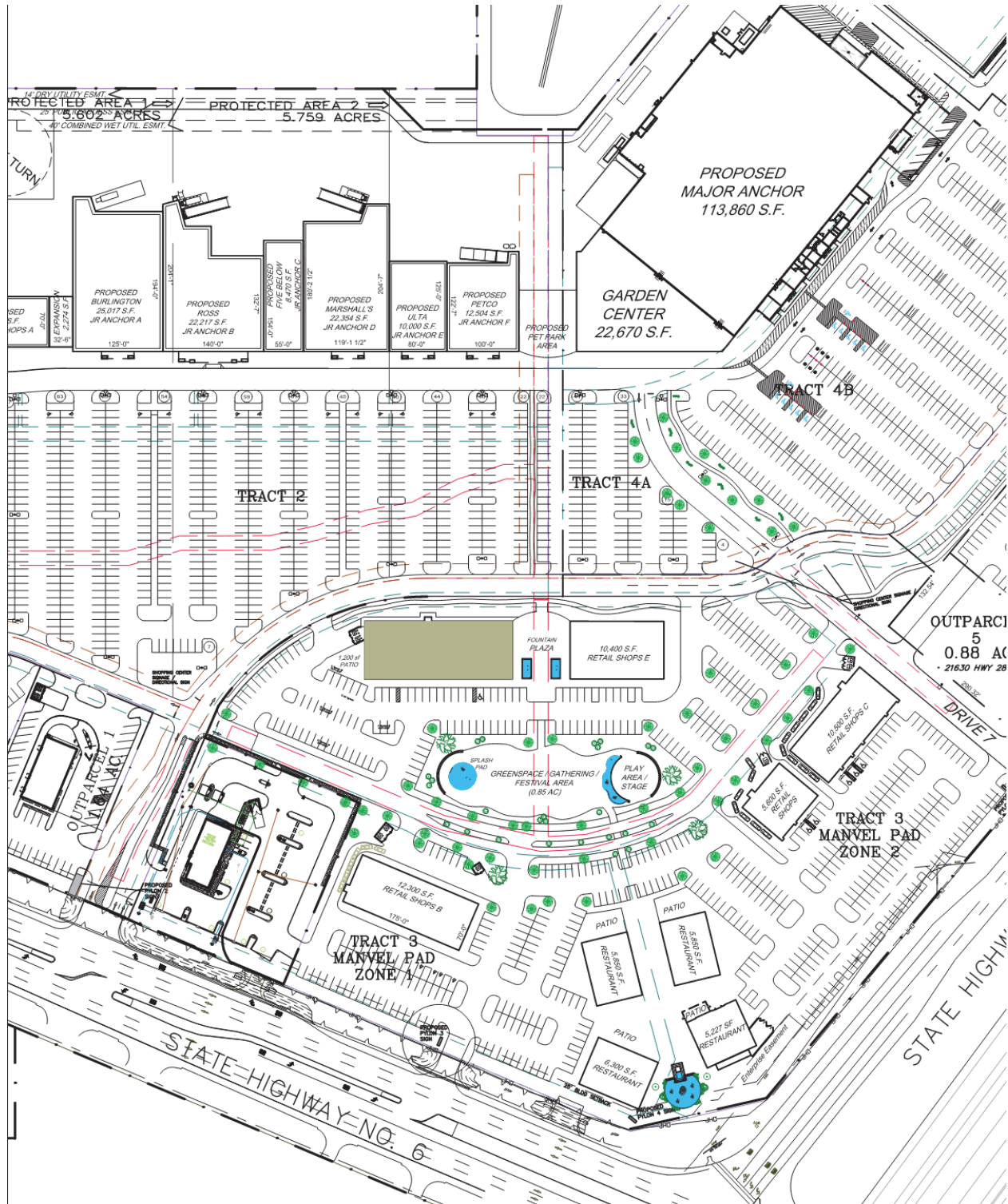
RESERVES: 1
SCALE: 1"=100'
DATE: MAY 11, 2022
BLOCKS: 1

- List of notes and conditions for the plat, including references to other documents and specific requirements for the subdivision.





PARTIAL ENLARGED VICINITY MAP



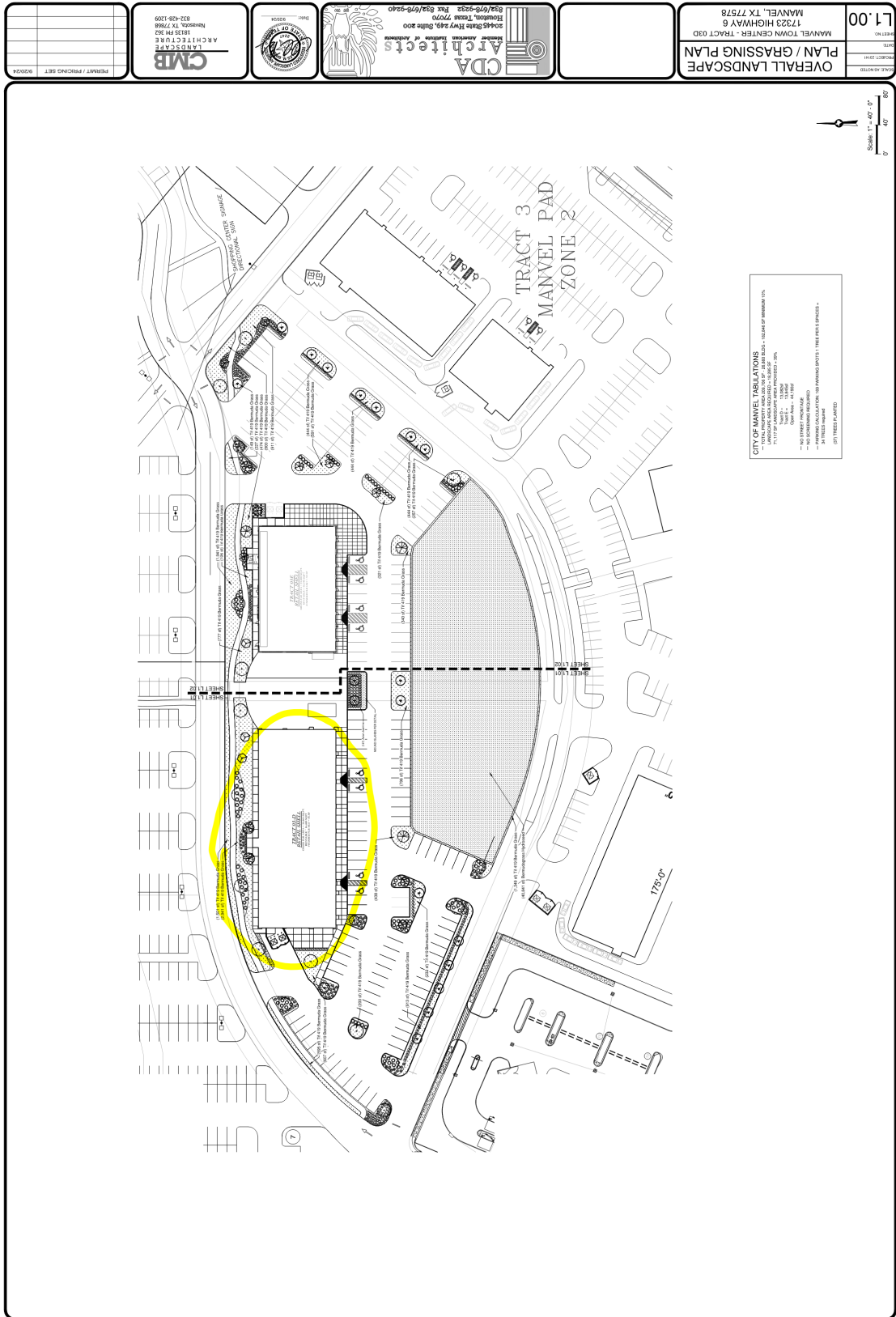
SHADED AREA INDICATES SCOPE OF WORK INCLUDED IN THESE DOCUMENTS



PARTIAL ENLARGED VICINITY MAP



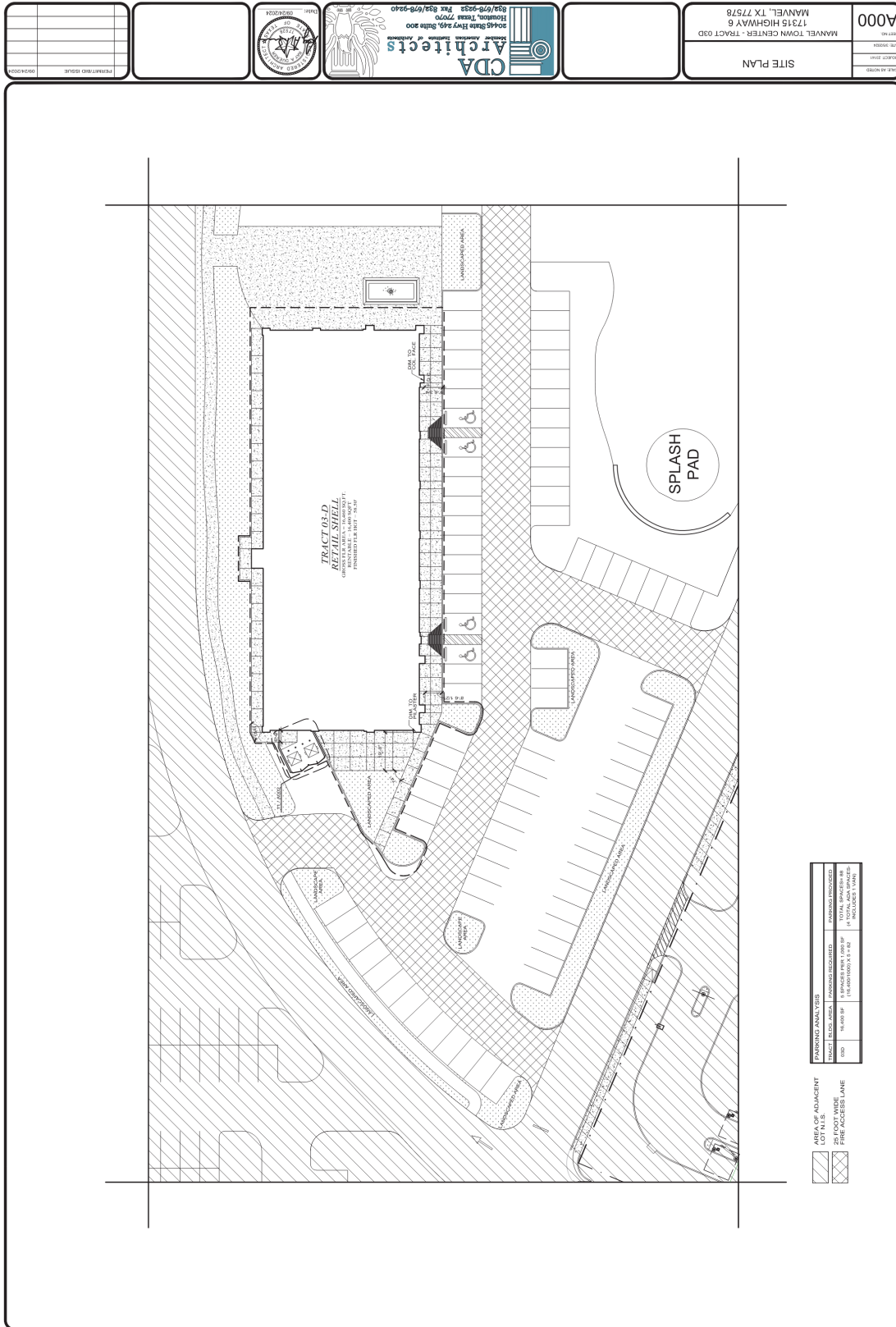
OVERALL LANDSCAPE PLAN



<p>PREPARED / REVISIONS SHEET</p>	<p>CMB LANDSCAPE ARCHITECTURE 1615 FM 520 HOUSTON, TX 77058 832-428-1209</p>		<p>CDA Architects 10046 Bellaire 549, Suite 200 Houston, Texas 77036 832/678-9232 Fax 832/678-9240</p>	<p>MANVEL TOWN CENTER - TRACT 03D 17323 HIGHWAY 6 MANVEL, TX 77578</p>	<p>L1.00 OVERALL LANDSCAPE PLAN / GRASSING PLAN</p>
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SITE PLAN



DATE	DESCRIPTION



CDA Architects
 2045 State Hwy 349, Suite 300
 Houston, Texas 77059
 Phone: 832/978-9232 Fax: 832/978-9240



A000	MANVEL TOWN CENTER - TRACT 03D 17315 HIGHWAY 6 MANVEL, TX 77578
DATE	

PARKING ANALYSIS	
TRACT	TRACT 03 D
BLDG AREA	1,000 sq ft
NO. OF SPACES	10
NO. OF SPACES PER 1,000 SF	10
NO. OF SPACES PER 1,000 SF (INCLUDES 1 VAN)	10

AREA OF ADJACENT LOT IN USE	
TYPE OF ADJACENT LOT	
TYPE OF ADJACENT LOT	
TYPE OF ADJACENT LOT	

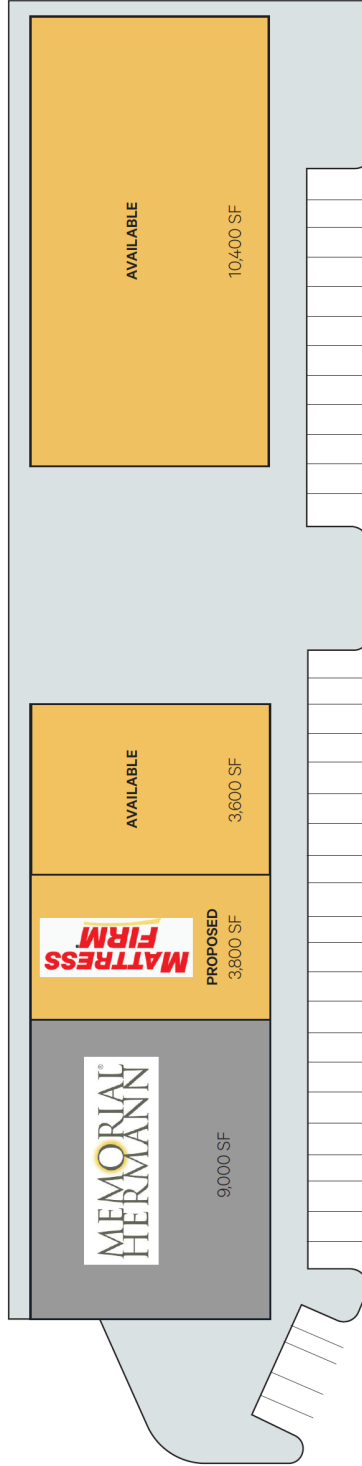


SITE PLAN

MANVEL TOWN CENTER | HWY 288 & SH-6, MANVEL, TX 77578

RETAIL E - 10,400 SF

RETAIL D - 16,400 SF



Available
 Executed

weitzman

The information was obtained from sources deemed reliable; however, Weitzman has not verified it and makes no guarantee, warranties or representations as to the completeness or accuracy thereof. The presentation of this real estate information is subject to errors, omissions, change of price, or sale or lease, or withdrawal without notice. You and your advisors should conduct a careful independent investigation of this property to determine if it is suitable for your intended purpose.



PUBLIC HEARING NOTICE PUBLISHED ON SUNDAY 08/10/2025

A PUBLIC HEARING WILL BE HELD AT MANVEL CITY HALL, 20031 HWY 6, MANVEL, TX, 77578 AT 6:00 P.M. ON MONDAY, AUGUST 25, 2025, BEFORE THE MANVEL PLANNING, DEVELOPMENT, AND ZONING COMMISSION AND AT 6:00 P.M. ON TUESDAY, SEPTEMBER 02, 2025, BEFORE THE MANVEL CITY COUNCIL TO HEAR INPUT FROM THE PUBLIC REGARDING AN ORDINANCE OF THE CITY OF MANVEL, TEXAS, AMENDING THE ZONING CLASSIFICATION OF AN APPROXIMATE 13.08-ACRE TRACT DEVELOPED WITH A RETAIL BUILDING AND ASSOCIATED PARKING, DESCRIBED AS RESERVE "A" OF MANVEL TOWN CENTER PHASE ONE B, LOCATED AT 17315 HIGHWAY 6, MANVEL, TEXAS (PID: 713693), FROM PLANNED UNIT DEVELOPMENT DISTRICT / STATE HIGHWAY 6 OVERLAY DISTRICT (PUD/SH6) TO PLANNED UNIT DEVELOPMENT DISTRICT / STATE HIGHWAY 6 OVERLAY DISTRICT WITH SPECIFIC USE PERMIT (PUD/SH6-SUP); PROVIDING FOR THE GRANTING OF A SPECIFIC USE PERMIT WITH CONDITIONS TO AUTHORIZE THE USE OF A LEASE SPACE (SUITE 101) FOR NAICS USE 621111 "OFFICES OF PHYSICIANS (EXCEPT MENTAL HEALTH SPECIALISTS)"; PROVIDING FOR THE AMENDMENT OF THE CITY'S OFFICIAL ZONING MAP; PROVIDING FOR SEVERABILITY; AND PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF. /S/ TAMMY BELL, CITY SECRETARY..



SITE PICTURES



View of the property to the south from Morris Avenue/SH6 (Chevron Gas Station)



View of the subject site from within the Manvel Town Center parking lot, looking north.



Bird's-eye view of the updated overall Manvel Town Center site.

ORDINANCE NO. 2025-O-23

AN ORDINANCE OF THE CITY OF MANVEL, TEXAS AMENDING THE ZONING ORDINANCE OF THE CITY, BY AMENDING THE ZONING CLASSIFICATION OF AN APPROXIMATE 13.08-ACRE TRACT DEVELOPED WITH A RETAIL BUILDING AND ASSOCIATED PARKING, DESCRIBED AS RESERVE “A” OF MANVEL TOWN CENTER PHASE ONE B, LOCATED AT 17315 HIGHWAY 6, MANVEL, TEXAS (PID: 713693), FROM PLANNED UNIT DEVELOPMENT DISTRICT / STATE HIGHWAY 6 OVERLAY DISTRICT (PUD/SH6) TO PLANNED UNIT DEVELOPMENT DISTRICT / STATE HIGHWAY 6 OVERLAY DISTRICT WITH SPECIFIC USE PERMIT (PUD/SH6-SUP); PROVIDING FOR THE GRANTING OF A SPECIFIC USE PERMIT WITH CONDITIONS TO AUTHORIZE THE USE OF A LEASE SPACE (SUITE 101) FOR NAICS USE 621111 “OFFICES OF PHYSICIANS (EXCEPT MENTAL HEALTH SPECIALISTS)”; PROVIDING FOR THE AMENDMENT OF THE CITY’S OFFICIAL ZONING MAP; PROVIDING FOR SEVERABILITY; AND PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF.

* * * * *

WHEREAS, Manvel Town Center, LTD., is the owner (the “Owner”) of a certain 13.08-acre tract of land developed with a retail building (17315 Highway 6, Manvel, Texas) and associated parking, such tract is located at the northwestern corner of the intersection of State Highway 6 and State Highway 288, and described as Reserve “A” of Manvel Town Center Phase One, a subdivision recorded in file number 2023001442 of Brazoria County Plat Records, which is attached hereto as Exhibit “A”; and

WHEREAS, the 13.08-acre tract is currently zoned Planned Unit Development District and Highway 6 Overlay District (PUD-SH6); and

WHEREAS, the applicant, Gerard Hillsman, has filed an application to change the zoning classification of the 13.08-acre tract to Planned Unit Development

District and Highway 6 Overlay District with a Specific Use Permit (PUD-SH6-SUP) allowing the proposed use of the property for NAICS use 621111 “Offices of Physicians (Except Mental Health Specialists)” within the retail building lease space located at 17315 Highway 6, Suite #101, Manvel, Texas; and

WHEREAS, the applicant has submitted a site plan showing building location, building elevation, and floor plan for the proposed use attached hereto as Exhibit “B”; and

WHEREAS, the Planning, Development, and Zoning Commission and the City Council have conducted, in the time and manner required by law and the Zoning Ordinance of the City, a public hearing on such request; and

WHEREAS, the Planning, Development, and Zoning Commission has recommended in its report the approval of such request, and the City Council deems it appropriate to approve said amendment to the zoning and specific use permit; now, therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MANVEL, TEXAS:

Section 1. The facts and matters set forth in the preamble of this Ordinance are hereby found to be true and correct.

Section 2. The zoning classification of a certain 13.08-acre tract of land developed with a retail building (17315 Highway 6, Manvel, Texas) and associated parking located at the northwestern corner of the intersection of State Highway 6 and State Highway 288, and described as Reserve “A” of Manvel Town Center Phase One, a subdivision recorded in file number 2023001442 of Brazoria County Plat Records, which

is attached hereto as Exhibit “A,” shall be changed from Planned Unit Development and State Highway 6 Overlay District (PUD-SH6) to Planned Unit Development and State Highway 6 Overlay District (PUD-SH6), with a Specific Use Permit (PUD-SH6-SUP), for uses as permitted within such zone classification, subject to the regulations, and conditions hereinafter set forth:

1. Offices of Physicians (Except Mental Health Specialists) – (NAICS 621111)

Section 3. The request meets the criteria set forth in Section 77-50 of the City of Manvel Zoning Ordinance for a Specific Use Permit. The City of Manvel Zoning Ordinance is hereby further amended by granting a Specific Use Permit authorizing use of the Property for the NAICS use listed in Section 2, above.

Section 4. The City Council hereby finds it appropriate to impose the conditions for the granting of the Specific Use Permit as shown in Exhibit “C”, attached hereto and incorporated herein as if set out in full. This proposed use of “Offices of Physicians (Except Mental Health Specialists)” and site may not be changed or expanded except by amendment of this Specific Use Permit.

Section 5. The Specific Use Permit issued under this ordinance, or a specific use listed herein, shall expire one year after its date of issuance if construction or if the listed use authorized hereunder is not substantially under way or in use prior to the expiration of said one year period. If, prior to the expiration of such one-year period, the owner of the property to which the Specific Use Permit applies in writing, for an extension, the City Council may, after recommendation from the Planning, Development, and Zoning Commission, grant such extension for one additional year.

Section 6. The Zoning District Map of the City of Manvel shall be revised and amended to show the designation of said tract, as described and as provided in Section 2, above, with the appropriate reference thereon to the number and effective date of this Ordinance and a brief description of the nature of the change.

Section 7. The City Council hereby finds and determines that said rezoning comports to the City's Comprehensive Land Use Plan. This Ordinance shall in no manner amend, change, supplement, or revise any provision of any ordinance of the City of Manvel, save and except the change in zoning classification of said tract(s) as described above.

Section 8. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Manvel, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

Section 9. Any person who shall intentionally, knowingly, recklessly or with criminal negligence violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and upon conviction, shall be fined in an amount not to exceed \$2,000.00. Each day of violation shall constitute a separate offense.

Section 10. Revocation. This Specific Use Permit may be revoked or modified by the City Council, in whole or in part, after notice and hearing, for either of the following reasons:

(1) The Specific Use Permit was obtained or extended by misrepresentation, fraud or deception: or

(2) That one of more of the conditions imposed by the permit has not been met or has been violated.

PASSED AND APPROVED on first reading this _____ day of _____, 2025.

PASSED, APPROVED, AND ADOPTED on second and final reading this _____ day of _____, 2025.

Dan Davis, Mayor

ATTEST:

Tammy Bell, City Secretary

APPROVED AS TO FORM:

Robert Gervais, City Attorney

Exhibit A

Certain 13.08-acre tract of land located at 17315 Highway 6, Manvel, Texas, such tract described as Reserve "A" of Manvel Town Center Phase One, a final plat recorded in file number 2023001442 of Brazoria County Plat Records, Texas.

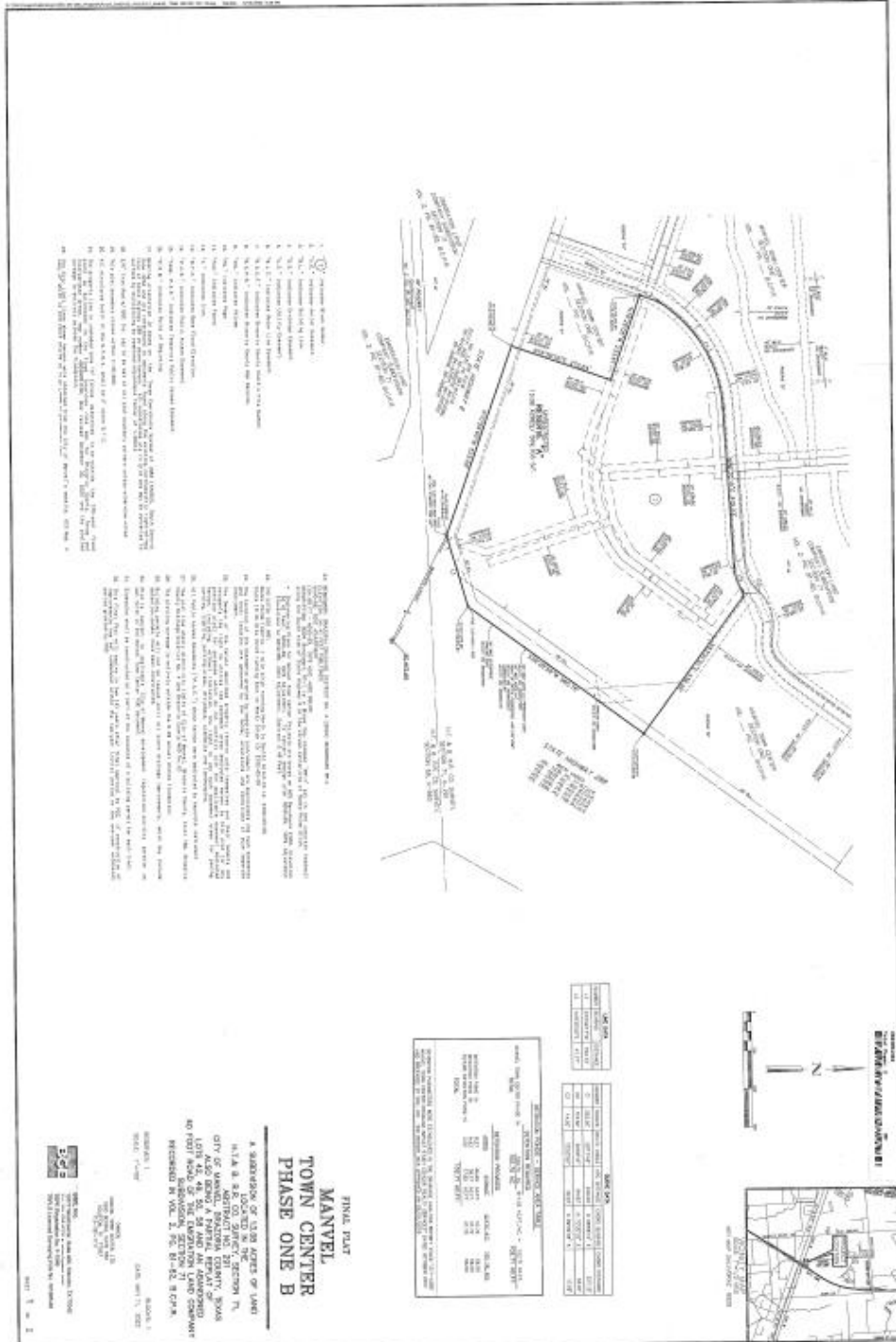
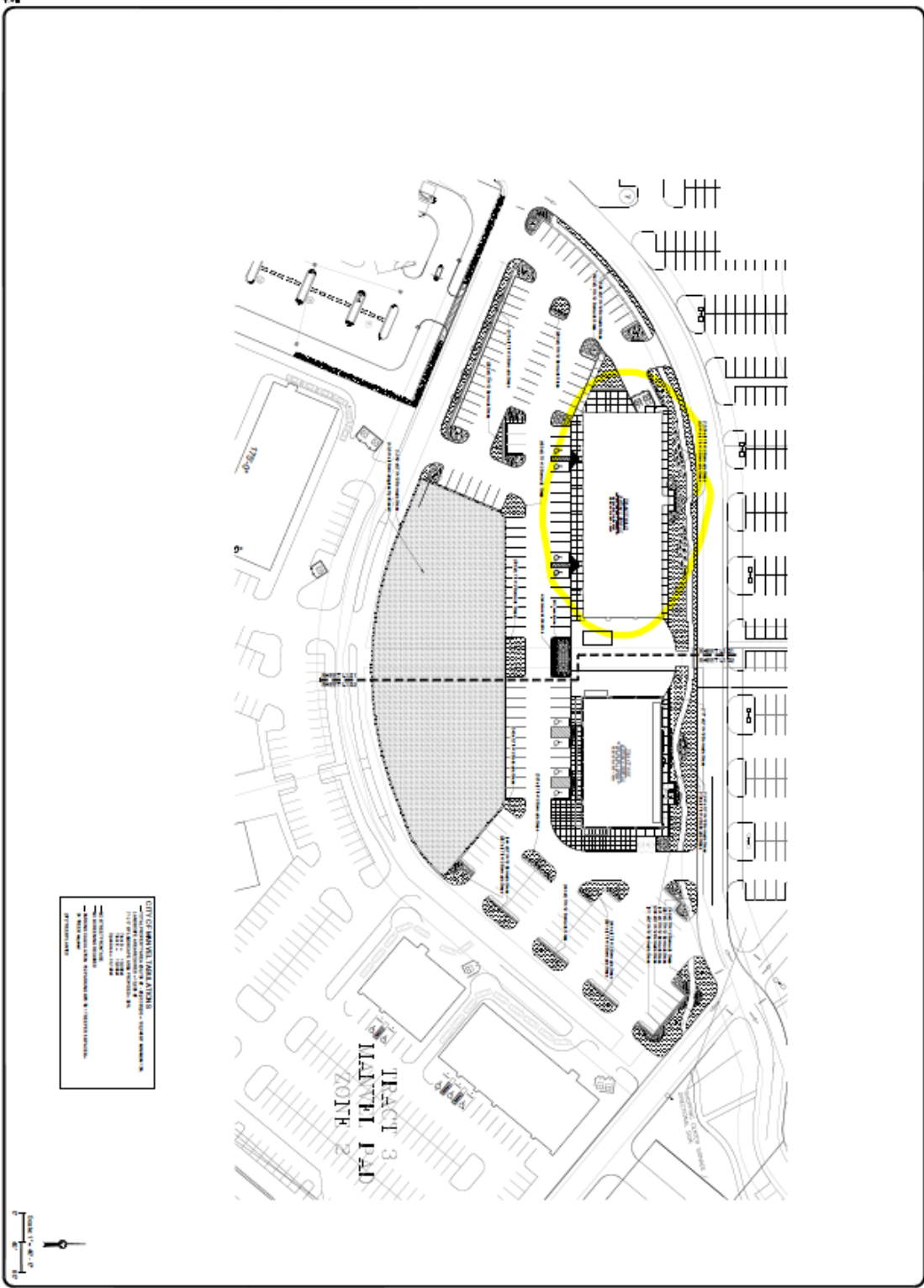


Exhibit B
 (Retail Building: 17315 Highway 6, Manvel, Texas)



ALL PLANTINGS TO BE INSTALLED BY THE CONTRACTOR AND MAINTAINED THROUGHOUT THE LIFE OF THE PROJECT.
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 ALL PLANTINGS TO BE INSTALLED BY THE CONTRACTOR AND MAINTAINED THROUGHOUT THE LIFE OF THE PROJECT.

TRACT 3
 MANVEL P.D.
 ZONE 2

SHEET NO. L1.00	OVERALL LANDSCAPE PLAN / GRASSING PLAN MANVEL TOWN CENTER - TRACT 03D 17325 HIGHWAY 6 MANVEL, TX 77578	<p> CDA Architects 10000 West University Blvd. Suite 400 Houston, Texas 77056 281-460-0000 Fax 281-460-0000 </p>		<p> CMB ARCHITECTS 2025 FM 1402 Houston, TX 77068 832-428-0200 </p>	PREPARED BY:	DATE:
	CHECKED BY:				DATE:	

Exhibit B
 (Floor Plan: 17315 Highway 6, Manvel, Ste # 101 Texas)

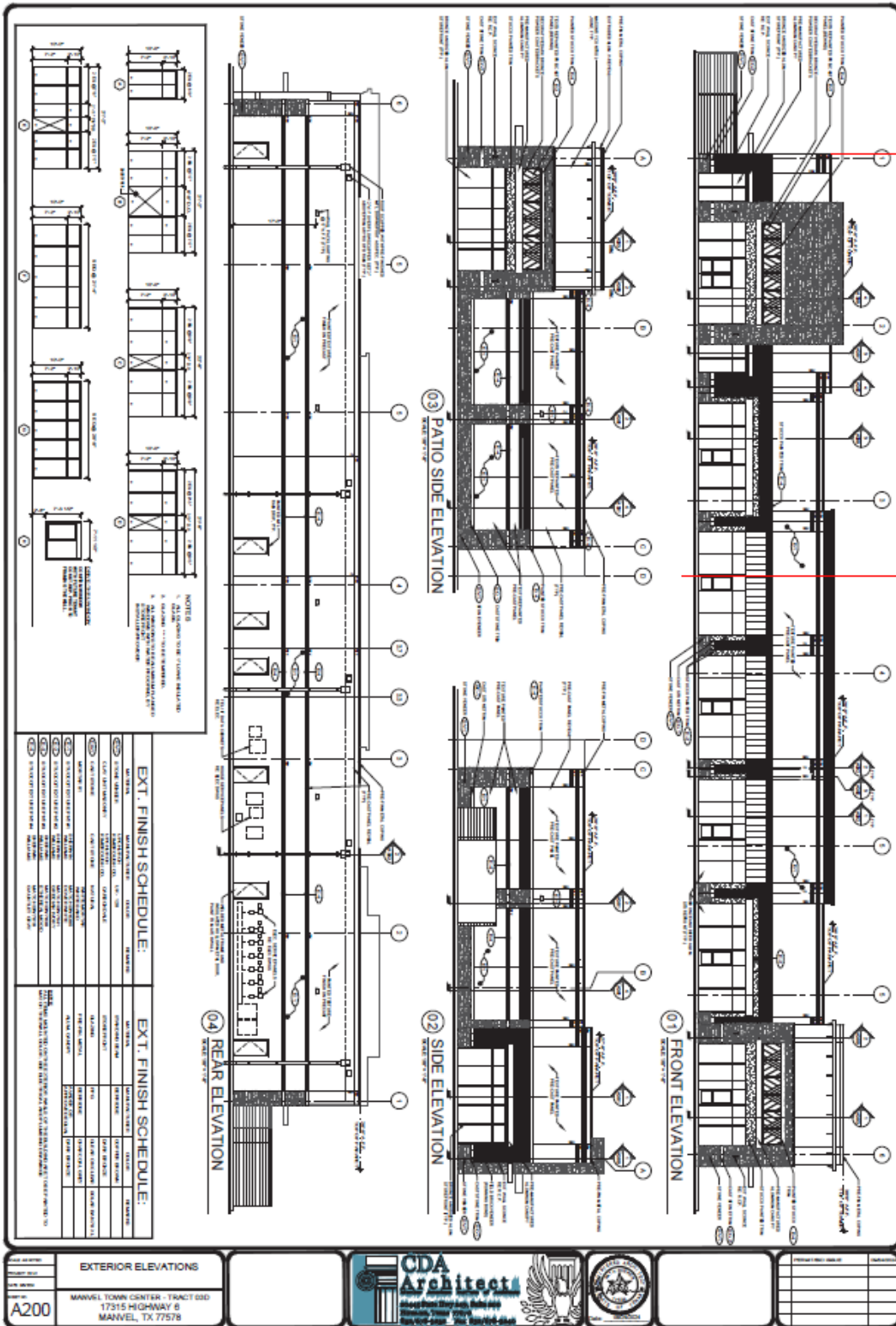


Exhibit B
 (Floor Plan: 17315 Highway 6, Manvel, Ste # 101 Texas)

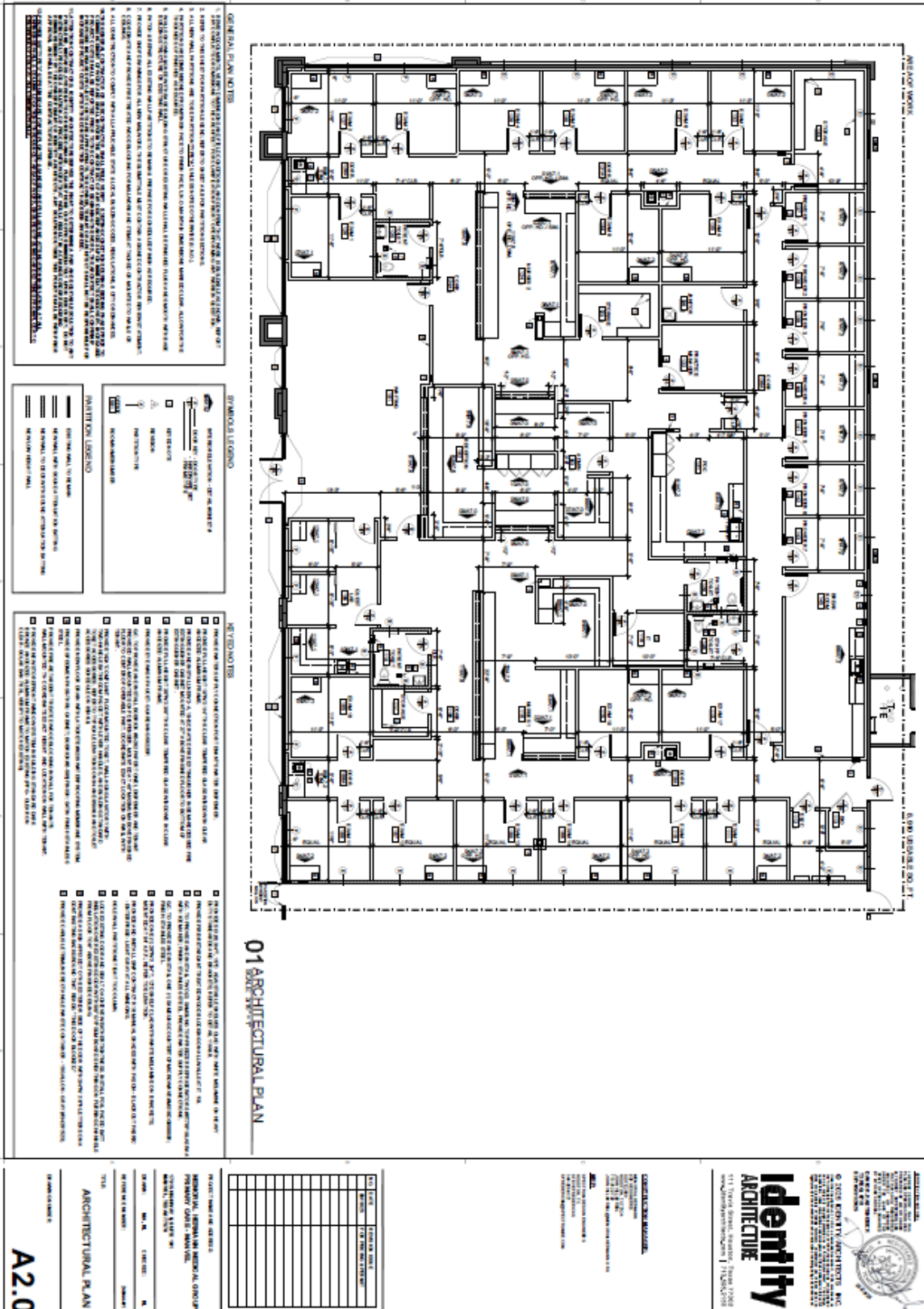


Exhibit C

Conditions of Approval:

1. This Specific Use Permit applies only for 17315 Highway 6 / Morris Avenue, Suite #101 with floor area not to exceed 8,910 square feet.
2. Unless otherwise required by state law or regulation, the facility is only permitted to operate during the hours of 7:00 a.m. to 10:00 p.m. each day;
3. All waiting and/or lobby areas shall maintain an unobstructed view from the outside; and
4. All doors shall remain unlocked and accessible during normal business hours.



MANVEL CITY COUNCIL DATA SHEET

MEETING DATE: _____

TOPIC: Requesting Acceptance of Public Infrastructure Improvements

Project Name: _____

This is a request for: **Initial Acceptance** (Start 2-year maintenance period)
 Final Acceptance (Bond Release)

MUD District: _____

BACKGROUND:

City Staff has approved the final walk through on this project for the civil site work.
The applicant has submitted the Two-Year Maintenance Bond
The As-Built Construction Plans have been submitted
This is a Final Acceptance and release of associated Maintenance Bond.

STAFF RECOMMENDATION:

Staff recommends approval of this request: YES NO

Notes (if applicable):

ATTACHMENTS: Request Form and Project Details

FUNDING ISSUES

- ___ Not applicable
- ___ Not budgeted
- ___ Full amount already budgeted
- ___ Funds to be transferred from Acct.#

SUBMITTING STAFF MEMBER

PUBLIC WORKS DIRECTOR APPROVAL _____

FINANCE DIRECTOR APPROVAL _____

CITY MANAGER APPROVAL _____



DEVELOPMENT SERVICES

20025 HIGHWAY 6
MANVEL, TX 77578
P: 281-489-0630
F: 281-668-5061

INFRASTRUCTURE ACCEPTANCE REQUEST FORM

INSTRUCTIONS

- This request form, along with any required documents must be sent to permits@cityofmanvel.com no later than **12 business days** before the proposed date of infrastructure acceptance by City Council (meeting date).
- Inspection (final walk) of the infrastructure proposed to be accepted **must be completed and approved** prior to submitting this form.
- For Initial Acceptance, this form must be submitted **on the same day or after the paper copy of the Maintenance Bond has been delivered** to Permits Department at City Hall Annex, 20025 Highway 6, Manvel, TX. 77578.
- Include a **copy of this form as cover sheet** when submitting paper copy of the maintenance bond.
- For Final Acceptance, provide accurate plat name below to avoid delay in plat recordation.

PROJECT DETAILS: This is a request for Initial Acceptance Final Acceptance (Bond Release)

Project Name: Construction of the Lift Station No. 1 – Phase 1 To Serve Valencia

Project Type: WS&D, Paving, Other | Total Project Cost: \$1,768,258.00

MyGov Permit No.: 23-000641 Inspection (Final Walk) Approval Date: May 29, 2025

Proposed Acceptance Date (Council Meeting Date): September 15, 2025

Approved Plat Name: NA

REQUESTER CONTACT INFORMATION

Name & Company Name: Alicia Garcia, LJA Engineering

Email: aligarcia@lja.com Phone No. 281-822-7105

INFRASTRUCTURE ACCEPTANCE CHECKLIST: *(Please check applicable items in the following checklist)*

Required Documents	Check
➤ <i>Inspection (final walk) is complete and approved with no outstanding punch list items</i>	<input checked="" type="checkbox"/>
➤ <i>Initial Acceptance required documents have been submitted or are provided with this form</i>	<input checked="" type="checkbox"/>
• Physical copy of Two-year maintenance bond (100% of the total cost)	<input checked="" type="checkbox"/>
• PDF Copy of Two-year maintenance bond (100% of the total cost)	<input checked="" type="checkbox"/>
• Updated Original Tax Certificate (showing no delinquent taxes)	<input checked="" type="checkbox"/>
• As-built Plans (PDF)	<input checked="" type="checkbox"/>
➤ <i>Final Acceptance to release maintenance Bond. No Document Required.</i>	<input type="checkbox"/>

Notes (if any): _____

Requester Signature: Alicia Garcia Date: September 8, 2025



INFRASTRUCTURE ACCEPTANCE PROJECT DETAILS

PROJECT DETAILS (To be filled in by requestor)

Project Name: Construction of the Lift Station No. 1 – Phase 1 To Serve Valencia

Project Cost: \$1,768,258.00

Project Type: WS&D, Paving, Other Lift Station

WS&D Total Quantity (ft & in)

Water Line Size:	Water Line Length:
Sanitary Line Size: 30" ASTM F-679, PS 115	Sanitary Line Length: 68' 0"
Storm Line Size: 24" RCP STORM SEWER PIPE	Storm Line Length: 219' 0"

Other Quantities: 12" AWWA C900, FORCE MAIN, DR 18 (75' 0")

Street Total Quantity (ft & in) by Street name (if applicable)

Street Name	Length	Width	Thickness

Sidewalk Total Quantity (ft & in) by Street name (if applicable)

Street Name	Length	Width	Thickness

Prepared by: Alicia Garcia

Company Name: LJA Engineering

Email: aligarcia@lja.com Ph: 281-822-7105



MANVEL CITY COUNCIL DATA SHEET

MEETING DATE: _____

TOPIC: Requesting Acceptance of Public Infrastructure Improvements

Project Name: _____

This is a request for: **Initial Acceptance** (Start 2-year maintenance period)
 Final Acceptance (Bond Release)

MUD District: _____

BACKGROUND:

City Staff has approved the final walk through on this project for the civil site work.
The applicant has submitted the Two-Year Maintenance Bond
The As-Built Construction Plans have been submitted
This is a Final Acceptance and release of associated Maintenance Bond.

STAFF RECOMMENDATION:

Staff recommends approval of this request: YES NO

Notes (if applicable):

ATTACHMENTS: Request Form and Project Details

FUNDING ISSUES

- ___ Not applicable
- ___ Not budgeted
- ___ Full amount already budgeted
- ___ Funds to be transferred from Acct.#

SUBMITTING STAFF MEMBER

PUBLIC WORKS DIRECTOR APPROVAL _____

FINANCE DIRECTOR APPROVAL _____

CITY MANAGER APPROVAL _____



DEVELOPMENT SERVICES

20025 HIGHWAY 6
MANVEL, TX 77578
P: 281-489-0630
F: 281-668-5061

INFRASTRUCTURE ACCEPTANCE REQUEST FORM

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- Include a **copy of this form as cover sheet** when submitting paper copy of the maintenance bond.
- For Final Acceptance, provide accurate plat name below to avoid delay in plat recordation.

PROJECT DETAILS: This is a request for **Initial Acceptance** **Final Acceptance** (Bond Release)

Project Name: _____

Project Type: WS&D, Paving, Other | Total Project Cost: _____

MyGov Permit No.: _____ Inspection (Final Walk) Approval Date: _____

Proposed Acceptance Date (Council Meeting Date): _____

Approved Plat Name: _____

REQUESTER CONTACT INFORMATION

Name & Company Name: _____

Email: _____ Phone No. _____

INFRASTRUCTURE ACCEPTANCE CHECKLIST: *(Please check applicable items in the following checklist)*

Required Documents	Check
➤ <i>Inspection (final walk) is complete and approved with no outstanding punch list items</i>	
➤ <i>Initial Acceptance required documents have been submitted or are provided with this form</i>	
• Physical copy of Two-year maintenance bond (100% of the total cost)	
• PDF Copy of Two-year maintenance bond (100% of the total cost)	
• Updated Original Tax Certificate (showing no delinquent taxes)	
• As-built Plans (PDF)	
➤ <i>Final Acceptance to release maintenance Bond. No Document Required.</i>	

Notes (if any): _____

Requester Signature: _____ Date: _____



INFRASTRUCTURE ACCEPTANCE PROJECT DETAILS

PROJECT DETAILS (To be filled in by requestor)

Project Name: Meridiana Section 32C

Project Cost: \$1,225,500.00

Project Type: WS&D, Paving, Other _____

WS&D Total Quantity (ft & in)

Water Line Size: 8-inch PVC	Water Line Length: 1,005 LF
Sanitary Line Size: 8-inch San Pvc	Sanitary Line Length: 781 LF
Storm Line Size: 24"-42" RCP	Storm Line Length: 1,000 LF

Other Quantities: _____

Street Total Quantity (ft & in) by Street name (if applicable)

Street Name	Length	Width	Thickness
Ambition Drive	75 ft	28ft	6"
Triumph Way	240 ft	28ft	6"
Splendor Drive	110 ft	28ft	6"
Prosperity Trail	530 ft	28ft	6"

Sidewalk Total Quantity (ft & in) by Street name (if applicable)

Street Name	Length	Width	Thickness

Prepared by: Anthony Miranda

Company Name: EHRA Engineering

Email: amiranda@ehra.team Ph: (713)-784-4500



INFRASTRUCTURE ACCEPTANCE PROJECT DETAILS

PROJECT DETAILS (To be filled in by requestor)

Project Name: _____

Project Cost: _____

Project Type: WS&D, Paving, Other _____

WS&D Total Quantity (ft & in)

Water Line Size:	Water Line Length:
Sanitary Line Size:	Sanitary Line Length:
Storm Line Size:	Storm Line Length:

Other Quantities: _____

Street Total Quantity (ft & in) by Street name (if applicable)

Street Name	Length	Width	Thickness

Sidewalk Total Quantity (ft & in) by Street name (if applicable)

Street Name	Length	Width	Thickness

Prepared by: _____

Company Name: _____

Email: _____ Ph: _____



MANVEL CITY COUNCIL DATA SHEET

MEETING DATE: _____

TOPIC: Requesting Acceptance of Public Infrastructure Improvements

Project Name: _____

This is a request for: **Initial Acceptance** (Start 2-year maintenance period)
 Final Acceptance (Bond Release)

MUD District: _____

BACKGROUND:

City Staff has approved the final walk through on this project for the civil site work.
The applicant has submitted the Two-Year Maintenance Bond
The As-Built Construction Plans have been submitted
This is a Final Acceptance and release of associated Maintenance Bond.

STAFF RECOMMENDATION:

Staff recommends approval of this request: YES NO

Notes (if applicable):

ATTACHMENTS: Request Form and Project Details

FUNDING ISSUES

- ___ Not applicable
- ___ Not budgeted
- ___ Full amount already budgeted
- ___ Funds to be transferred from Acct.#

SUBMITTING STAFF MEMBER

PUBLIC WORKS DIRECTOR APPROVAL _____

FINANCE DIRECTOR APPROVAL _____

CITY MANAGER APPROVAL _____



DEVELOPMENT SERVICES

20025 HIGHWAY 6
MANVEL, TX 77578
P: 281-489-0630
F: 281-668-5061

INFRASTRUCTURE ACCEPTANCE REQUEST FORM

INSTRUCTIONS

- This request form, along with any required documents must be sent to permits@cityofmanvel.com no later than **12 business days** before the proposed date of infrastructure acceptance by City Council (meeting date).
- Inspection (final walk) of the infrastructure proposed to be accepted must be completed and approved prior to submitting this form.
- For Initial Acceptance, this form must be submitted **on the same day or after the paper copy of the Maintenance Bond has been delivered** to Permits Department at City Hall Annex, 20025 Highway 6, Manvel, TX. 77578.
- Include a **copy of this form as cover sheet** when submitting paper copy of the maintenance bond.
- For Final Acceptance, provide accurate plat name below to avoid delay in plat recordation.

PROJECT DETAILS: This is a request for **Initial Acceptance** **Final Acceptance** (Bond Release)

Project Name: _____

Project Type: WS&D, Paving, Other | Total Project Cost: _____

MyGov Permit No.: _____ Inspection (Final Walk) Approval Date: _____

Proposed Acceptance Date (Council Meeting Date): _____

Approved Plat Name: _____

REQUESTER CONTACT INFORMATION

Name & Company Name: _____

Email: _____ Phone No. _____

INFRASTRUCTURE ACCEPTANCE CHECKLIST: *(Please check applicable items in the following checklist)*

Required Documents	Check
➤ <u>Inspection (final walk) is complete and approved with no outstanding punch list items</u>	
➤ <u>Initial Acceptance required documents have been submitted or are provided with this form</u>	
• Physical copy of Two-year maintenance bond (100% of the total cost)	
• PDF Copy of Two-year maintenance bond (100% of the total cost)	
• Updated Original Tax Certificate (showing no delinquent taxes)	
• As-built Plans (PDF)	
➤ <u>Final Acceptance to release maintenance Bond. No Document Required.</u>	

Notes (if any): _____

Requester Signature: _____ Date: _____

ORDINANCE NO. 2025-O-28

AN ORDINANCE APPROVING AND ADOPTING THE CITY OF MANVEL, TEXAS, OPERATING, CAPITAL IMPROVEMENT PROGRAM, SOUTH MANVEL DEVELOPMENT AUTHORITY (SMDA) AND MEDC BUDGET FOR THE FISCAL YEAR 2026; AND MAKING APPROPRIATIONS FOR THE CITY FOR SUCH YEAR AS REFLECTED IN SAID BUDGET; ESTABLISHING THE PROCEDURE FOR INTRA-BUDGET TRANSFERS; APPROVING ALL PROGRAMS AND EXPENDITURES CONTAINED THEREIN; AUTHORIZING THE CITY MANAGER TO MAKE ANY BUDGETED EXPENDITURE WITHOUT FURTHER ACTION BY THE CITY COUNCIL; AND APPROVING THE REAUTHORIZATION OF MUNICIPAL BUILDING PERMIT FEES; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT.

* * * * *

WHEREAS, on the 15th day of August 2025, the Budget Officer filed with the City Secretary a proposed budget of the City of Manvel for the fiscal year 2025-2026, the same being from October 1, 2025, through September 30, 2026; and

WHEREAS, within the time and in the manner required by law, including section 8.02 of The City Charter, the city manager presented to the City Council a proposed operating and capital improvement program budget of revenues and expenditures of the City of Manvel for the Fiscal year October 1st, 2025, through September 30th, 2026; and

WHEREAS, pursuant to a motion of the City Council and after notice required by law, a public hearing on such general budget was held on the 2nd day of September 2025, at which all citizens and taxpayers of the City had the right to be heard, and those who requested to be heard were heard; and

WHEREAS, the City Council has considered the proposed operating, capital improvements program, South Manvel Development Authority (SMDA) and Manvel Economic Development Corporation (MEDC) budget and has made such changes therein as in its judgment were warranted by law and were in the best interest of the citizens and taxpayers of the City; and

WHEREAS, the City Council approves all programs and expenditures contained in the budget and authorizes the City Manager to make any budgeted expenditure without further action by the City Council;

WHEREAS, the City Council held a public hearing on September 2, 2025, for the reauthorization of all city fees charged as a condition of constructing, renovating, or remodeling a residential or commercial structure; and

WHEREAS, with the adoption of this Ordinance, the City Council approves the reauthorization of

all city fees charged as a condition of constructing, renovating, or remodeling a residential or commercial structure; and

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MANVEL, TEXAS:

Section 1. The facts and recitations set forth in the preamble of this Ordinance are hereby found to be true and correct.

Section 2. The City Council hereby approves and adopts the operating, capital improvements program, South Manvel Development Authority (SMDA) and Manvel Economic Development Corporation (MEDC) budget described in the preamble of this Ordinance, a copy of which is attached hereto and made a part of this Ordinance for all purposes and a copy of which is on file with the City Secretary. Such budget shall be kept on file in the office of the City Secretary as a public record. The City Secretary is directed to file a true copy of the approved budget in the office of the County Clerk of Brazoria County and on the city's website, as required by law. The council may amend the budget for any municipal purpose or as otherwise permitted by law.

Section 3. In support of said budget and by virtue of the adoption thereof, including any and all changes adopted thereto, the several amounts specified for the various purposes named in said budget are hereby appropriated to and for such purposes. As required by the City Charter, no funds of the city shall be expended nor shall any obligation for the expenditure of money be incurred unless there is an appropriation therefore in the budget as duly adopted and unless the city manager or his/her designee first certifies that there is a sufficient unencumbered balance in such budget line item, and that sufficient funds therefrom are or will be available to cover the claim or meet the obligation when it becomes due and payable. However, the charter prohibition is not to be construed to prevent the making or authorize the making of any contract or lease providing for payments beyond the end of the fiscal year, provided that such action is authorized by law and approved by council.

Section 4. The City Council takes cognizance of the fact that in order to facilitate operations of the City and its various departments and activities and to make adjustments occasioned by events transpiring during the year, some transfers may be necessary to and from some accounts contained within the budget as originally adopted. Accordingly, at any time during the fiscal year, the City Manager may transfer part or all of any unencumbered appropriation balance for operations only (excluding capital projects, capital equipment, South Manvel Development Authority (SMDA) and Manvel Economic Development

Corporation) among programs within a department, division, or office. Upon written request by the City Manager, the council may, by ordinance, transfer part or all of any unencumbered appropriation balance from one department, office, or agency to another, (excluding funds in the South Manvel Development Authority (SMDA) budget, without prior action by the South Manvel Development Authority and excluding the Manvel Economic Development Corporation budget, without prior action by the Manvel Economic Development Corporation). The City Manager shall, within thirty (30) days of the transfer, make written reports of all transfers to the city council or as directed by order of the city council. Upon approval thereof by the City Council, an amendment sheet reflecting such transfer or transfers shall be attached to the budget as specifically adopted, whereupon the City Council shall treat such funds as if they had been thus budgeted in the first instance.

Section 5. The City Council approves all programs and expenditures contained in the budget and authorizes the City Manager to make any budgeted expenditure without further action by the City Council. All competitive bidding laws and other city purchasing policy provisions still apply.

Section 6. As required by Texas Local Gov't Code, § 214.908, the City Council approves the reauthorization of all city fees charged as a condition of constructing, renovating, or remodeling a residential or commercial structure, as reflected in the city fee schedule.

PASSED, APPROVED, AND ADOPTED this _____ day of September 2025.

Dan Davis, Mayor

ATTEST:

Tammy Bell, City Secretary

Bobby Gervais, City Attorney

ORDINANCE NO. 2025-O-29

AN ORDINANCE PROVIDING FOR THE ASSESSMENT, LEVY, AND COLLECTION OF AD VALOREM TAXES FOR THE CITY OF MANVEL, TEXAS, FOR THE YEAR 2025, AND FOR EACH YEAR THEREAFTER UNTIL OTHERWISE PROVIDED; PROVIDING THE DATE ON WHICH SUCH TAXES SHALL BE DUE AND PAYABLE; PROVIDING FOR PENALTY AND INTEREST ON ALL TAXES NOT TIMELY PAID; AND REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH.

THIS YEAR'S TAX LEVY TO FUND MAINTENANCE AND OPERATIONS EXPENDITURES DOES NOT EXCEED LAST YEAR'S MAINTENANCE AND OPERATIONS TAX LEVY. THE ORDINANCE, RESOLUTION, OR ORDER SETTING THIS YEAR'S TAX RATE DOES NOT REQUIRE THE STATEMENTS ABOUT "TAX INCREASE" AS SPECIFIED IN §26.05(B) OF PROPERTY TAX CODE.

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE. THE TAX RATE WILL EFFECTIVELY BE RAISED BY 6.44% AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$2.77 cents.

* * * * *

WHEREAS, Section 26.05 of the Texas Property Tax Code provides that before the latter of September 30th or the 60th day after the date the City receives the certified appraisal roll the City Council shall adopt a tax rate for the current tax year; and

WHEREAS, such Section further provides that where the tax rate consists of two components (one which will impose the amount of taxes needed to pay the City's debt service and the other which will impose the amount of taxes needed to fund maintenance and operation expenditures of the City for the next year), each of which two components must be approved; and

WHEREAS, the proposed tax rate for the current tax year of the City of Manvel, Texas, consists of two such components, a tax rate of \$0.2402 (24.02 cents) on each one-hundred-dollar (\$100) valuation of said property for debt service and a tax rate of \$0.31980 (31.980 cents) on each one-hundred-dollar (\$100) valuation of said property to fund maintenance and operation expenditures; and

WHEREAS, by motion heretofore adopted by the City Council of the City of Manvel, Texas, at a meeting of said City Council held on this 15th day of September 2025, said City Council has approved the tax rate heretofore specified for each of said component; and

WHEREAS, having thus approved the tax rate for each of such components, it is necessary and appropriate for the City Council to now formally pass, approve, and adopt a 2025 tax rate ordinance for the City of Manvel, Texas; and

WHEREAS, all notices and hearings required by law as a prerequisite to the passage, approval, and adoption of said tax rate ordinance have been timely and properly given and held; now, therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MANVEL, TEXAS:

Section 1. The facts and matters set forth in the preamble of this Ordinance are hereby found to be true and correct, and are hereby adopted, ratified, and confirmed.

Section 2. All property subject to ad valorem taxation by the City of Manvel, Texas, shall be equally and uniformly assessed for such purposes at One Hundred Percent (100%) of the fair market value of such property.

Section 3. There is hereby levied for general purposes and use by the City of Manvel, Texas, for the year 2025, and for each year thereafter until otherwise provided, an ad valorem tax at the rate of **\$0.560000** (**56.0000** Cents) on each One Hundred Dollars (\$100) of assessed valuation on all property, real, personal, and mixed, within the corporate limits upon which an ad valorem tax is authorized by law to be levied by the City of Manvel, Texas. The proceeds from such tax shall be applied to the payment of the general and current expenses of the government of the City. All such taxes shall be assessed and collected in current money of the United States of America.

Section 4. Of the total tax levied in Section 3 hereof **\$0.31980**(31.980 cents) on each One Hundred Dollars (\$100) of assessed valuation is levied to fund maintenance and operation expenditures of the City for the fiscal year 2026.

THIS YEAR'S TAX LEVY TO FUND MAINTENANCE AND OPERATIONS EXPENDITURES DOES NOT EXCEED LAST YEAR'S MAINTENANCE AND OPERATIONS TAX LEVY. THE ORDINANCE, RESOLUTION, OR ORDER SETTING THIS YEAR'S TAX RATE DOES NOT REQUIRE THE STATEMENTS ABOUT "TAX INCREASE" AS SPECIFIED IN §26.05(B) OF PROPERTY TAX CODE.

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE. THE TAX RATE WILL EFFECTIVELY BE INCREASED BY 6.44% AND WILL INCREASE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$2.77 cents.

Section 5. For the purpose of paying the interest on bonds, warrants, certificates of

obligation, or other lawfully authorized evidence of indebtedness issued by the City of Manvel, Texas, and the various installments of principal due on such bonds, warrants, certificates of obligation, or other lawfully authorized evidence of indebtedness issued by the City as such installments shall respectively mature, and for the purpose of paying interest and making provisions for the sinking fund on such other bond issues, warrants, certificates of obligation, or other lawfully authorized evidence of indebtedness as may be authorized, there is hereby levied for the year 2025 and for each year thereafter until otherwise provided, to be assessed and collected upon all property described in Section 3 of this Ordinance, an annual ad valorem tax for debt service at the rate of **\$0.2402** (24.02 cents) on each One Hundred Dollars (\$100) of assessed valuation.

Section 6. All ad valorem taxes levied hereby, in the total amount of **\$0.56000 (56.000 Cents)** on each One Hundred Dollars (\$100) of assessed valuation, as reflected herein, shall be due and payable on or before January 31, 2026. All ad valorem taxes due the City of Manvel, Texas, and not paid on or before January 31st following the year for which they were levied shall bear penalty and interest as prescribed in the Property Tax Code of the State of Texas.

Section 7. All ordinances or parts of ordinances inconsistent or in conflict herewith are, to the extent of such inconsistency or conflict, hereby repealed.

PASSED, APPROVED, AND ADOPTED at a meeting of the Manvel City Council on this 15th day of September 2025, with an effective date being the 16th day of September 2025.

Dan Davis, Mayor

ATTEST:

Tammy Bell, City Secretary

Bobby Gervais, City Attorney

RESOLUTION NO. 2025-R-35

A RESOLUTION OF THE MANVEL CITY COUNCIL

OF THE CITY OF MANVEL

NOMINATING CANDIDATE(S) FOR A POSITION ON THE BOARD OF DIRECTORS OF THE BRAZORIA COUNTY APPRAISAL DISTRICT

WHEREAS, those eligible taxing units participating in the Brazoria County Appraisal District have the right and responsibility to nominate up to five candidate(s) to fill the two (2) positions of the Board of Directors of the Brazoria County Appraisal District for a term of office commencing on January 1, 2026; and

WHEREAS, this governing body desires to exercise its right to nominate the said candidate(s) for such position on said board of directors; now, therefore

BE IT RESOLVED BY THE MANVEL CITY COUNCIL

OF THE CITY OF MANVEL

Section 1. That the facts and recitations set forth in the preamble of this resolution be, and they are hereby, adopted, ratified, and confirmed.

Section 2. That the following individuals be, and are hereby, nominated as candidate(s) for positions on the board of directors of the Brazoria County Appraisal District to be filled by those eligible taxing units participating in the Brazoria County Appraisal District.

Name & Address: AS REFLECTED ON THE ATTACHED EXHIBIT
Name & Address: _____

Section 3. That the presiding officer of the governing body of this taxing unit be, and that he or she is hereby, authorized and directed to deliver or cause to be delivered a certified copy of this resolution to the chief appraiser of the Brazoria County Appraisal District on or before October 15, 2025.

PASSED, ADOPTED AND APPROVED this _____ day of _____, 2025.

Mayor

ATTEST:

City Secretary

BRAZORIA COUNTY APPRAISAL DISTRICT
BOARD OF DIRECTORS ELECTION

NOMINATIONS

PLEASE CHECK THE BOX NEXT TO YOUR NOMINEES

**YOU MAY CHOOSE A TOTAL OF TWO NOMINEES
FROM CURRENT MEMBERS AND/OR NEW NOMINEES**

CURRENT MEMBERS

1. Gail Robinson
2. Susan Spoor

NEW NOMINEES/CANDIDATES IF YOU CHOOSE TO

Please provide name and address for new nominees

3. _____
4. _____

PLEASE ATTACH YOUR RESOLUTION TO THIS FORM

SUBMITTED BY: _____

COMMERCIAL LEASE AGREEMENT

THE STATE OF TEXAS

COUNTY OF BRAZORIA

THIS LEASE AGREEMENT, entered into by and between **AMAENS INVESTMENTS, LLC., located at PO Box 40, Manvel TX 77578, Phone: 281-658-6286** ("Lessor") and **the City of Manvel, located at 20031 Hwy 6, Manvel TX 77578, Phone: 281-489-0630** ("Lessee"), for the benefit of the Brazoria County Library System, a third-party beneficiary ("Beneficiary").

WITNESSETH

PREMISES

1. Lessor does hereby lease to Lessee and Lessee does hereby lease from Lessor, subject to the terms, provisions and conditions of this Lease, the following lease space (the "Premises ") consisting of approximately **4,800** square feet located at **20514 HIGHWAY 6, SUITE B, MANVEL, TEXAS 77578** in the MORNING STAR BUSINESS CENTER BUILDING. ("Business Center Building").

TERM

2. The primary term of this Lease renewal shall be for a period of three (3) years; said primary term shall end on the last day of said primary term, unless this Lease has been sooner terminated as provided in this Lease. **The Commencement Date shall be on October 1, 2025. And the termination date shall be on September 30, 2028.**

The Lease is, however, renewable upon mutual agreement of both Lessor and Lessee.

MINIMUM RENT

3. Lessee promises and agrees to pay to Lessor at Lessor 's designated office in **Brazoria County, Texas**, as a Minimum Rental for the primary term of this Lease, due and payable **\$7,018 A MONTH** during the term of this agreement in successive equal minimum monthly installments, each payment due in advance on the first day of each month, without deduction or set-off, together with the prorated portion of such rental which shall be due and payable to Lessor on said Commencement Date, for the period of the first day of the month next following the Commencement date if same is other than the first day of the month. The first of such regular installments shall be due and payable thereafter as herein provided, with a like installment being due and payable on the first day of each and every month thereafter for the full term hereof, all being obligations due and payable on the first day of each successive month of the full term hereof.

PAYMENT OF RENT

4. (a) Upon execution of this Lease, Lessee shall deposit with Lessor the sum of **\$0.00** of which is to be applied as a non-refundable, non-interest-bearing security guarantee.

**CHECKS SHOULD BE MADE PAYABLE TO: AMAENS INVESTMENTS, LLC.
MAIL TO: PO Box 40, Manvel TX 77578**

(b) Rental payments are due in our office on the first day of each month. In the event said monthly rental payment is not received by Lessor by the fifth day of the month (or any other obligation hereunder not received within five days of its due date), then Lessee agrees to pay to Lessor as a rental obligation, a late charge equal to 5% of the obligation in arrears, together with \$10.00 per day until said monthly rental payment is made, such charge to be added to such arrearage; provided, however, that the foregoing shall not be construed to be in conflict with the default provisions of Article 15 hereof, but the acceptance of arrearage payments shall be optional with Lessor.

COMMON AREA CHARGE

5. N/A

USE

6. (a) The premises shall be used and occupied by Lessee solely for the purpose of a PUBLIC LIBRARY only and for no other purpose without the prior written consent of Lessor. The Parties agree that the actual occupant is the Brazoria County Public Library System, a component of Brazoria County, over which the City of Manvel exerts no control. The City of Manvel agrees herein to make the rental payments on behalf of said Beneficiary. The Parties acknowledge that the operation of a Public Library is a governmental function.

(b) Consistent with the above use, Lessee will not engage in any activity which would cause Lessor's fire and extended coverage insurance to be canceled, or the rate therefore increased (or at Lessor's option, Lessee will pay any such increase, as hereinafter provided); will not conduct any auction or bankruptcy or fire or "Lost-our-Lease" or "Going-out-of-business" or similar sale; will not make any unlawful use of the premises or permit the use of any portion of the premises as sleeping quarters, lodging rooms or for any immoral or unlawful purpose or for any purpose which might be deemed hazardous on account of fire or explosion; will not use any loud speaker, phonograph, radio or sound amplifier heard outside the premises; will not cause or permit any offensive odors; and will not commit any act or cause or permit the existence of any condition which is a nuisance, menace or annoyance to Lessor, or to other lessees, or which might, in the exclusive judgment of Lessor, damage Lessor's good will or reputation, or tend to injure or depreciate the Business Center, nor use or interfere with the use of said Center outside of the premises. Lessee shall not make any "roof-cuts" or otherwise erect or install on the roof of the building any equipment or structure for air-conditioning, heating or other purpose without Lessor's consent in writing as provided herein. Lessee shall obtain such permits and licenses as its sole duty and at its sole cost required by

any authority for the conduct of Lessee's business operations, and shall otherwise comply with all laws and ordinances of any governmental agency or authority which relate to the premises and the use to be made thereof by Lessee during the term of this Lease.

(c) Lessee as its sole obligation further agrees to keep the premises and the area in and about the same at all times in a clean and safe condition for the term of this Lease.

(d) Lessee binds and obligates itself to occupy and use the premises continuously during the term of this Lease for the purpose provided above and according to the generally accepted standards for the operation of the same or similar business, including without limitation, but subject to force majeure, maintaining a sufficient staff of employees and a reasonable business inventory; and remaining open for business on regular business days and during regular business hours.

(e) Hazardous Materials: Neither lessee, nor any of lessee's agents, contractors, employees, licensees or invitees shall at any time handle, use, manufacture, store or dispose of in or about the Premises or the Shopping Center any flammables, explosives, radioactive materials, hazardous wastes or materials, toxic wastes or materials, or other similar substances, petroleum products or derivatives or any substance (collectively "Hazardous Materials") subject to regulation by or under any federal, state and local laws and ordinances relating to the protection of the environment or the keeping, use or disposition of environmentally hazardous materials, substances, or wastes, presently in effect or hereafter adopted, all amendments to any of them, and all rules and regulations issued pursuant to any of such laws or ordinances (collectively "Environmental Laws") .

UTILITIES

7. Lessee shall contract for and promptly pay all cost and expenses for gas, electrical energy, water and sewerage services and other utilities, and the connection thereto and service thereof for use in the premises. Lessee shall pay the cost of removing its trash and garbage from the premises, but such trash and garbage, when stored outside the premises, must be in the rear of the premises only, in areas designated by Lessor, and the same shall be fully covered in containers approved by Lessor, all in accordance with all applicable laws and ordinances, and regulations of Lessor.

REPAIRS AND ALTERATIONS

8. (a) Subject to certain conditions stated herein below, Lessee will at its own cost and expense reasonably maintain and repair damage to the interior walls of the improvements located on the premises unless such damage is caused by acts or omissions of Lessor, its agents or employees, or others in privity with Lessor, in which event(s), Lessor will bear the cost of all other (b) and Lessor shall have the benefits therein specified. All other maintenance and repairs shall be immediately and effectively carried out by Lessor. Repairs necessary to the foundation, roof, and exterior walls shall be the sole responsibility of the Lessor.

(b) Cumulative of the above, Lessee shall not commit or permit any waste nor injure the premises. Lessor will take good care of the Premises and agree to maintain and keep same in good and constant repair at Lessor's sole cost and expense, including plumbing, heating, gas, water, sewer, *air conditioning, electrical and other connections, installations and systems, hardware, doors, windows, and glass, and all fixtures, equipment, connections, and appurtenances, in any way relating to the foregoing, without limitation. At the end of this Lease, however the same comes about, Lessee will surrender said premises to Lessor in good condition, together with all improvements constructed thereon, except for ordinary wear, except to the extent that Lessor has any express obligation to repair the premises under the terms of this Lease, and Lessee will deliver all keys to Lessor. Lessee will not overload the slab or foundation, nor do or cause anything to be done which will have the effect of overloading or damaging the slab or foundation.

(c) Lessor reserves the right, but does not have the obligation, to enter the premises at any reasonable time to inspect the condition thereof, with prior notice.

(d) Lessor further reserves the right, but not the duty, to repair or maintain the premises or any part thereof in those instances where Lessee is obligated to do so, and the reasonable and necessary costs thereof shall constitute a demand obligation against Lessee for the collection thereof, all of which shall constitute a rental obligation.

(e) Lessee shall not make any alterations or additions to the premises except with the written consent of the Lessor, and if such consent is given, from time to time, the same shall be accomplished in a good and workmanlike manner in strict accordance with all laws, regulations and plans approved in writing by Lessor, all at Lessee's sole cost and expense and the same shall be removed at Lessor's election by notice given to Lessee at the expiration or termination of this Lease, and Lessee agrees to restore the premises as nearly as is practical to the condition as the same existed before such alterations and/or additions were made; otherwise, the same shall remain as a part of the premises.

(f) Lessee acknowledges Lessee's independent inspection of the premises, and acknowledges the same to be acceptable to Lessee.

(g) In any instance where Lessee undertakes any repair, maintenance, improvement or other work in regard to the premises, Lessee shall not permit any lien to attach to the premises, whether voluntary or otherwise, and in no event shall the premises nor this Lease be subject thereto, nor shall Lessor have any liability whatsoever in connection therewith, except in the case of repairs for which Lessor is responsible for the cost pursuant to this Lease.

LIABILITY

9. (a) Lessor agrees to indemnify, defend, and hold Lessee harmless against any and all claims, demands, damages, costs and expenses arising from any breach on the part of Lessor or from any act or omission of Lessor, its agents, contractors, employees, guests,

invitees, licensees, concessionaries, or others claiming by, through or under Lessor.

(b) Lessor shall have no liability due to the premises or any appurtenance thereof becoming out of repair, except in the case of repairs for which Lessor is responsible for the cost pursuant to this Lease, nor for damage resulting from leakage of water or any other substance, unless such damage is caused by the acts or omissions of Lessor, its agents or employees.

(c) Insurance: Lessee, as a governmental entity, may self-insure through a governmental risk pool, such as the Texas Municipal League Intergovernmental Risk Pool.

TAXES

10. Lessee is tax-exempt.

INSURANCE

11. At all times during the term of this Lease, Lessor shall, at all sole cost and expenses, keep the building insured against loss or damage by fire, with extended coverage endorsement in amounts and with such insurance companies as Lessor shall determine.

SPECIAL REPAIRS

12. The water and wash closets and urinals shall not be used for any other purpose than that for which they were constructed and intended, and no other substances of any kind shall be thrown or dropped or placed therein, and the expense of any breakage, stoppage or damage resulting from a violation of this provision shall be borne by Lessee. Neither Lessee nor its employees, agents, servants, patrons, or invitees shall mark, paint, drill, or in any way deface any walls, ceilings, partitions, floors, wood, stone, brick, or cement or iron work in and about the premises. Should any water pipes in the premises burst or are permitted to freeze, Lessor shall immediately repair the same at Lessor's sole cost and expense. All damage to the premises, caused by Lessee bringing into the premises, taking therefrom or removal of furniture, fixtures or supplies, or moving during the time the same are on such premises, and shall be repaired by Lessee at Lessee's sole cost and expense.

ASSIGNMENTS AND SUBLETTING

13. Lessee shall not assign this Lease nor sublet the premises or any part thereof without the prior written consent of Lessor and if such consent is given the form of such instrument evidencing the same shall be approved by Lessor's counsel at Lessee's expense; however, in the event of such assigning or subletting, Lessee shall remain liable hereunder and such assignee or sublessee shall become jointly and severally liable with Lessee for all duties and obligations hereunder, and Lessee shall not be released here from. In any event, Lessor may proceed against Lessee, without the joinder of such assignee or sublessee, or vice versa, and neither shall be released here from in any event. Use by Beneficiary shall not

constitute an assignment of sublease in contravention of this section.

LESSOR'S LIEN

14. *N/A*

DEFAULTS

15. (a) If Lessee should fail (i) to pay the full amount of any rental obligation when due within five (5) business days of its due date, or (ii) to cure any other default within five (5) business days after written notice specifying the particular default of Lessee, provided that Lessor shall not be required to give any notice to Lessee of any default repeated within six (6) months from date of notice of an earlier default under subparagraph (ii) hereof, notice in that event being expressly waived, or where Lessee shall make or suffer an assignment for the benefit of its creditors or becomes insolvent, or files or suffers a petition in bankruptcy, or under any portion of the Bankruptcy Act, or is adjudicated a bankrupt, or abandons the premises, or if Lessee's leasehold estate is sold or attempted to be sold or seized under any judicial process, or under execution, or passes by operation of law or in any manner which is involuntary as to Lessee; then, without the necessity of notice or demand, Lessor by reason of any of the foregoing occurrences, in addition to any other right or remedy in law or in equity may, at Lessor's option, either terminate this Lease or without terminating this Lease, terminate Lessee's right to possession, and Lessor may re-enter and repossess the premises (any damage by reason of such re-entry being hereby waived). Lessor may institute any action for recovery of rental obligations and other damages suffered by Lessor as the same accrue or at the end of the term of this Lease, or may treat Lessee's default as an entire breach of lease and recover rental obligations for the remainder of the term and such other damages to which Lessor may be entitled, either in one or in separate and distinct action, in addition to Lessor's rights and remedies at law and in equity, as Lessor may from time to time elect to exercise. Cumulative of the foregoing, Lessor may re-enter, repossess and rent the premises or any part thereof to anyone at such rental, and upon such provisions, terms and conditions as Lessor deems practicable, and credit to Lessee any rental thus received, less the expenses of re-renting, including brokers' commissions and making the premises suitable for use by subsequent tenancies, all of which shall constitute rental obligations of the Lessee. Lessor shall, in no event, be liable for failure to re-rent the premises or if the premises are re-rented, for failure to collect the rent due under such re-renting, nor shall Lessee be entitled to any surplus rents should the rental be greater than that now or hereafter specified, any time hereafter. Any re-entry by Lessor shall be without prejudice to any right or remedy of Lessor for Lessor's damages, including collection of any unpaid rental obligation(s).

(b) In addition to the foregoing, and in the event of Lessee's default, Lessee shall be obligated to pay reasonable expenses incurred by Lessor for the collection of any rental obligation and/or the enforcement of this Lease against the Lessee, including reasonable attorney's fees, all being rental obligations on Lessee's part.

(c) *N/A*

(d) In the event the premises are abandoned by Lessee, Lessor shall have a duty to mitigate damages by re-leasing the Premises. In such situation, if the rent received by Lessor through reletting of the premises does not at least equal Minimum Rent, Lessee shall pay and satisfy any deficiency between the amount of the rent so provided for and that received through reletting. Nothing herein shall be construed as in any way denying Lessor the right in the event of abandonment of the premises or other breach of this Agreement by Lessee to treat the same as a breach and at Lessor's option exercise the rights granted to Lessor in this Article 15 hereof.

(e) All installments of rent and any other payments or monetary obligations of any character on the part of Lessee shall, from their respective due dates, bear interest at a rate of ten (10%) percent per annum.

EMINENT DOMAIN

16 (a) If all or any part of the premises be taken during the term of this Lease by right of eminent domain or by condemnation, then this Lease shall terminate and all rights, title, and interest of the Lessee in this leasehold estate shall vest entirely in Lessor at the time of the taking, as that term is hereafter defined, but should twenty (20%) percent or less of the total square feet of the premises be taken under said power, then Lessor may elect to continue this Lease in effect by notice given to Lessee within thirty (30) days from date of said taking, and in this event, the Minimum Rent shall be proportionately reduced for the balance of the term, and consistent with this Lease, Lessor shall then restore the premises, to the extent that the same is practicable and efficient, to the condition that same existed prior to such taking. Lessee shall have the right to terminate this Lease if ten percent or more of the premises be taken by eminent domain or by condemnation, in which event the provisions of the foregoing sentence shall be applicable.

(b) All sums awarded or agreed upon between Lessor and the condemning authority for the taking of the fee, whether as damages, compensation, or otherwise, are hereby set over, assigned and are vested in Lessor free of all claims, right, title and/or interest of Lessee, and all of such sums of every nature will be the property of the Lessor.

(c) A voluntary conveyance by Lessor to any authority under threat of taking under the power of eminent domain or condemnation in lieu of formal proceedings shall be deemed a taking within the meaning of this Article 16. Lessor is hereby vested with the sole and exclusive right to enter into any form of conveyance and upon such terms, provisions and conditions as Lessor in Lessor's sole discretion may deem advisable or appropriate under the then existing circumstances, free and clear of any claim, right, title, interest or equity on the part of the Lessee.

(d) The taking of any easement or right-of-way shall not impair or affect this Lease in any manner whatsoever, whether by voluntary conveyance or by formal proceedings and

Lessee shall have no right, title, interest or equity in the proceeds received in connection therewith by Lessor.

(e) A "taking" as that term is used herein shall mean the date that physical possession of the premises or the part hereof, as the case may be, is required by the authority exercising said power as designated by it whether such taking is under formal proceedings or by voluntary conveyance by Lessor.

IMPROVEMENT DAMAGES

17. (a) In the event that the premises shall be partially damaged (as distinguished from "substantially damaged", as that term is hereinafter defined) by fire, the elements, casualty, or by any other cause, Lessee agrees to give Lessor immediate notice thereof and subject to the provisions of Article 23(b) hereof, Lessor shall forthwith proceed to repair such damage and restore the premises, or so much thereof as was originally constructed by Lessor to substantially their condition at the time of such damage, or to such extent as is nearly possible; but Lessor shall not be responsible for any delay which may result from any cause reasonably beyond its control.

(b) In case during the term hereof, the premises or twenty-five (25%) percent or more of the improvements to the premises shall be substantially damaged or destroyed by fire, the elements, or casualty, Lessee and Lessor shall each have the option to terminate this Lease or rebuild the premises. In the event Lessor elects to rebuild the premises and neither party hereto has elected to terminate this Lease, then Lessor shall proceed with all reasonable dispatch, to repair or rebuild the premises, or so much thereof as was originally constructed by Lessor to substantially their condition at the time of such damage or destruction (subject, however, to zoning laws, deed restrictions and building codes then in existence), but Lessor shall not be responsible for any delay which may result from any cause beyond Lessor's reasonable control.

(c) In the event that the provisions of the proceeding two paragraphs of this section shall become applicable, the Minimum Rent shall be abated during any period in which, by reason of any such damage or destruction, there is substantial interference with the operation of the business of Lessee in the premises, having regard to the extent to which Lessee may be required to discontinue its business in the premises, and such abatement shall continue for the period commencing with such destruction or damage and ending with the completion by lessor of such work of repair and/or reconstruction as Lessor is obligated to do. Nothing in this paragraph shall be construed to abate or reduce or other monetary obligations under this Lease Agreement, with the exception of Minimum Rent, and then only under the limited conditions above set forth. In the event of termination of this Lease pursuant to this Article, this Lease and the term hereof shall cease and come to an end as of the date of such damage or destruction.

(d) The term "substantially damaged" and "substantial damage" as used in this section shall have reference to damage of such character as cannot reasonably be expected

to be repaired, or the premises restored, within thirty (30) calendar days from the time that such repair or restoration work would be commenced.

(e) Notwithstanding anything to the contrary herein, should the damage to the premises be caused by the fault or negligence of the Lessee, his agents, representatives and /or those in privity with Lessee, then Lessee shall at once repair such damage to the premises at Lessee's own cost and expense if such loss is not covered by Lessor's insurance if any, or to the extent, that same is insufficient to do so and Lessee shall be liable for the damage to the premises to the extent not covered by insurance; or should said damage not be covered by Lessor's insurance or should the same be inadequate to repair such damage, regardless of the cause thereof, Lessor may elect not to make said repair, and in which event Lessor shall give notice thereof within sixty days from notice by Lessee or such damage, and this Lease shall then terminate.

POSSESSION

18 (a) Lessee shall peaceably hold and enjoy the premises during the term of this Lease if Lessee pays all rental obligations to Lessor and otherwise discharges and performs all of Lessee's obligations pursuant to this Lease, time being of the essence.

(b) Holding over by the Lessee after the end of the term of the is Lease shall not extend the term of this Lease, but shall constitute Lessee from month to month of Lessor, otherwise under the provisions and conditions of this Lease together with all lien rights and other rights granted to Lessor, but the term hereof shall then be strictly on a month-to-month basis with Minimum Rental that provided for this Lease Agreement, with all other monetary obligations being due and payable as herein provided for in this Lease Agreement.

RIGHTS OF LESSOR

19. (a) In the event Lessor shall convey the premises then from and after the effective date of such conveyance, Lessor shall have no further liability under this Lease or other obligations to Lessee. Any such conveyance shall be made expressly subject to this Lease.

(b) The obligation of Lessee to pay all rent and other sums hereunder constitute independent, unconditional obligations to be performed at all times by Lessee, save and except only when an abatement thereof or reduction therein is expressly provided for herein or funding is not approved by the Manvel City Council.

PARKING AREAS

20. Lessee shall have the non-exclusive right to use the parking area in said Center for Lessee and Lessee's invitees, customers, employees, and those transacting business with Lessee, subject to the express reservations and conditions by Lessor that Lessor shall have

the right, at Lessor's election, from time to time, to (i) designate the section(s) of the parking area for said use, and that relating to Lessee's customers and employees, (ii) add to, change, modify, improve, build-on, and otherwise control said Center, including the parking area, and also including any access thereto and improvements which may be constructed, altered, and/or demolished on and within said Building and area, (iii) establish rules and regulations relating to said Center and the use of the parking area thereof which shall be binding on Lessee, and/or (iv) establish or declare public or private dedications, easements, right-of-way, covenants and restrictions. Lessee will not load or unload any trucks or permit any trucks serving the premises, whether owned by Lessee or not, to be loaded or unloaded in the Center except in the area designated for such use by Lessor. Lessor shall not block or allow to be blocked any access from a public roadway into the parking area.

SIGNS

21. Lessee shall neither place permanently nor cause to be placed permanently any sign, projection, advertisement, showcase, safe or heavy weight of any kind whatsoever outside of the premises, or upon the sidewalks, parking place, streets adjacent thereto or upon the roof or upon any of the outside walls of any building or parking area of which the premises may be a part, without the written consent of Lessor. All advertisements and other media shall relate solely to Lessee's business and not otherwise, to the extent that Lessor may from time to time permit Lessee to place signs or other advertising media in or about the premises, consistent with Lessor's policy and practice. Lessee further agrees not to place or maintain any lettering or advertising matter on the glass of any window or door of the premises without first obtaining Lessor's written consent. Lessor shall have the right to place a "For Lease" sign in the window of the said premises thirty days prior to the expiration of this Lease, unless a renewal is agreed upon.

MORTGAGES

22. This lease is subject and subordinate to the lien of any present or future mortgage now or hereafter placed upon Lessor's interest in the premises, or any part thereof. Lessee covenants and agrees to execute and deliver upon request by Lessor such instruments which Lessor may deem necessary or required by the mortgagee, subjecting and subordinating this Lease to the lien of any such mortgage(s); an acknowledgment of the assignment of rentals and other sums due hereunder to any mortgagee and agreement to be bound thereby; an agreement requiring Lessee to advise any such mortgagee of damage to or destruction of the premises by fire or other casualty requiring its reconstruction, and/or requiring Lessee to give the mortgagee written notice of Lessor's default hereunder and permit the lender an opportunity to cure such default within a reasonable time after such notice before exercising any remedy Lessee might possess as a result of such default; and acceptance or estoppel letter, to be executed upon or after the commencement of the lease term, accepting the premises as completed in accordance with the Lease specifying that all conditions to the commencement of the lease term have been met, or if not, specifying the details why not, and that Lessor is not in default of Lessor's obligations

thereunder, if such be the case, and containing such other information as is customarily contained in such acceptance or estoppels letters. In the event Lessor should so request, Lessee shall deliver to Lessor, from time to time, a statement in recordable form certifying that the Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified) and further stating the dates to which rent and other charges payable under the Lease have been paid. IT IS EXPRESSLY AGREED AND UNDERSTOOD THAT ANY SUCH MORTGAGE SHALL CONTAIN A NON-DISTURBANCE AGREEMENT IN FAVOR OF LESSEE.

NOTICE

23. (a) Any notice of communication desired, required or permitted hereunder shall be in writing and shall be either delivered by hand by one party to the other or shall be deemed to have been delivered upon the earlier of three working days after it is deposited in U.S. registered or certified mail, return receipt requested, postage prepaid or the earlier date of actual receipt thereof as evidenced by the return receipt. Such notice, if for Lessor, shall be addressed to **AMAENS INVESTMENTS, LLC. PO Box 40, Manvel, Texas 77578**, or if for Lessee, addressed to City Manager, City of Manvel, 20031 Morris Ave, Manvel, TX 77578 and with a copy delivered to the premises. Such addresses may be changed from time to time by either party by giving notice as provided above. A post office receipt for registration or certification, as the case may be, return receipt requested, of such notice shall be conclusive that such notice was delivered in due course of mail, if mailed as provided above.

(b) Lessee will give Lessor written notice of any alleged default by Lessor, specifying the particular default and pointing out the provision of the Lease allegedly violated, after which Lessor will have at least five (5) days, or such greater period of time if elsewhere provided in this Lease, following adjustment for and payment of insurance proceeds to Lessor, if applicable, within which to commence and thereafter with reasonable diligence remedy such default, the provisions of Article 23(a) or elsewhere to the contrary notwithstanding. In any instance where Lessor is obligated to take any course of action, including any duty to repair or re-work repairs previously undertaken, the aforementioned notice shall be deemed a condition precedent to any liability of Lessor, and in addition to the foregoing, Lessor shall have no liability for delays caused by weather, strike, union disagreement, riot, casualty, material or labor shortages, act of God, and/or any other cause beyond Lessor's reasonable control. Lessor shall pay reasonable diligence to affect the adjustment and payment of insurance proceeds affecting the premises.

WAIVER OF SUBROGATION

24. (a) So long as their respective insurers so permit, lessee and lessor hereby mutually waive their respective rights of recovery against each other for any loss insured by fire, extended coverage, All Risks or other insurance now or hereafter existing for the benefit of the respective party but only to the extent of the net insurance proceeds payable under such policies. Each party shall obtain any special endorsements required by their

insurer to evidence compliance with the aforementioned waiver.

LIABILITY OF LESSOR

25. (a) If Lessor shall fail to perform any covenant, term or condition of this Lease, and if Lessee shall recover a monetary judgment against lessor, the judgment may be satisfied out of the proceeds of sale received upon execution of the judgment and levy against the right, title and interest of lessor in the Shopping Center, or satisfied through any other remedy as provided by law.

MISCELLANEOUS

26. (a) Paragraph headings throughout this instrument are for convenience and reference only, and the words contained in such headings shall in no way be construed to explain, modify, amplify, or aid in the interpretation or meaning of the provisions of this Lease.

(b) This Lease is performable and the considerations herein are due and payable in **Brazoria County, Texas**, where venue and jurisdiction shall lie in all matters affecting this Lease.

(c) No receipt of money by Lessor from Lessee after the termination of this Lease shall reinstate, confirm or extend this Lease, or affect any prior notice by Lessor to Lessee. No extension of this Lease shall be valid unless specifically stipulated in writing by Lessor and Lessee in the manner strictly set forth in this Lease. No waiver by Lessor or Lessee of any default or breach of any term, provision or condition of this Lease shall be deemed to be a waiver of any breach of the same or of any other term, provision or condition of this Lease. The rights and remedies provided by this Lease to Lessor and Lessee are cumulative, and the use of any one right or remedy by Lessor or Lessee shall not preclude or waive Lessor's or Lessee's right to use any or all other remedies. Lessor's and Lessee's rights and remedies provided in this Lease are in addition to any other right or remedy which Lessor or Lessee may have by law, statute, ordinance or otherwise.

(d) This Lease shall be binding upon and inure to the benefit of the heirs, legatees, devisees, executors, administrators, successors and assigns of the respective parties hereto, who may come into possession of the premises in any manner whatsoever.

(e) This Lease, constitutes the entire agreement between Lessor and Lessee, no other prior or contemporaneous promises or representations, whether written or oral, shall be binding on them and this agreement shall not be amended, modified, or changed in any way except by written instrument signed by the parties hereto.

(f) For the purpose of any suit based on this Lease, the invalidity or unenforceability of any provision in this Lease (except for Lessee's obligation to pay rent) shall in no

way affect or invalidate any other provision hereof, and such other provisions shall remain valid and in full force and effect to the fullest extent permitted by law.

(g) If this Lease is not extended past the termination date, Lessor shall have the right to put a "For Lease" sign in the front window of the premises 30 days prior to said termination date. Lessor has the right to show the property to prospective lessees 90 days prior to the termination of the lease.

27. IT IS ACKNOWLEDGED BY THE PARTIES THAT LESSOR OFFERS THE LEASE PREMISES, AND THAT LESSEE, IN CONSIDERATION FOR A REDUCED RENTAL RATE, ACCEPTS THE LEASE PREMISES IN "AS IS" CONDITION WITH NO EXPRESSED OR IMPLIED WARRANTIES AND WITH FULL KNOWLEDGE THAT THE PREMISES ARE NOW BEING USED FOR THEIR INTENDED PURPOSES AND WILL BE RESPONSIBLE FOR ALL CHANGES NEEDED FOR A CERTIFICATE OF OCCUPANCY. LESSEE COVENANTS TO ACCEPT FULL RESPONSIBILITY FOR ANY AND ALL FUTURE BUILD OUT AND/OR IMPROVEMENTS AT LESSEE'S SOLE COST AND EXPENSE.

28. Lessee shall be responsible for damage to Lessor's property due to a forced entry by anyone to gain entry access to Lessee's place of business.

29. SPECIAL PROVISIONS:

1) **Notwithstanding the above, Lessor shall perform the regular repairs, including, but not limited to, lighting, toilet, and roofing.**

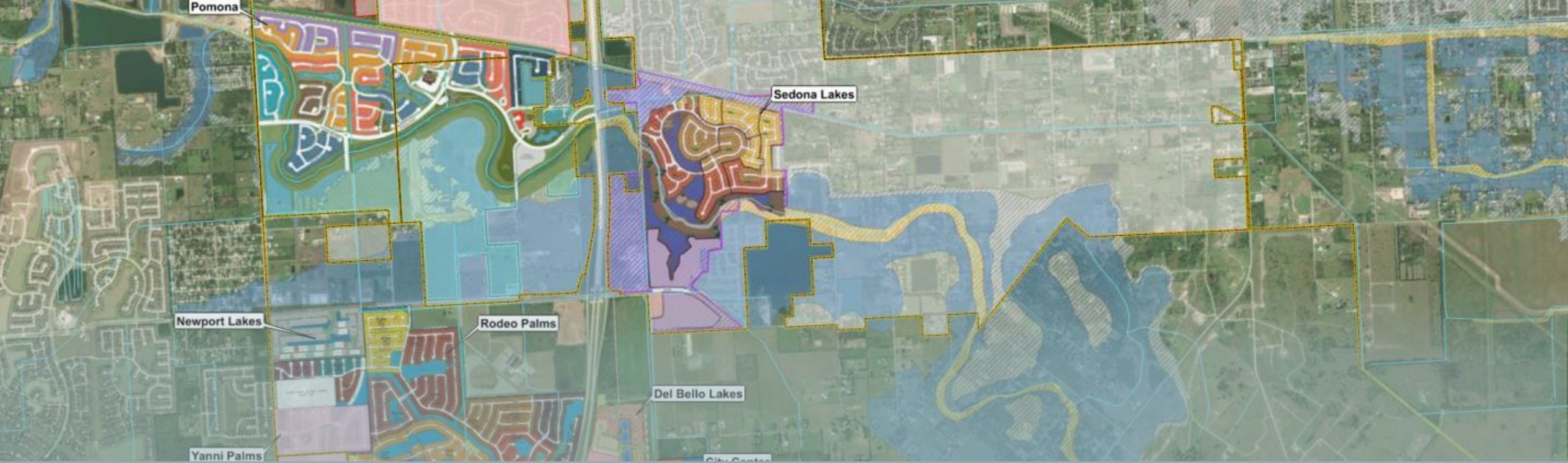
EXECUTED IN DUPLICATE ORIGINALS to be effective October 1, 2025, through September 30, 2028, in **Brazoria County, Texas.**

LESSOR:
AMAENS INVESTMENTS, LLC.

LESSEE:
City of Manvel

BY: _____
Robert Yang, Manager

BY: _____
Daniel S. Johnson, City Manager



WATER & WASTEWATER IMPACT FEE SEMIANNUAL REPORT

Capital Improvements Advisory Committee
Workshop Presentation | August 28, 2025



CIAC MEMBERS

Member	Role/Association
Christopher Davenport	Place 1
Keatha Davenport	Place 2
Venkataratnam Ramachandran	Place 3
Jason Hoelscher	Place 4/Home Builder
Alina Rogers	Place 5/Realtor



IMPACT FEE 101



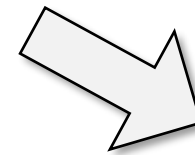
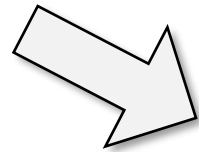
2021 IMPACT FEE UPDATE



SEMIANNUAL CIAC REPORT

WHAT ARE IMPACT FEES?

One-time charge assessed to new development for a portion of costs related to specific capital improvements



*Systematic, structured approach
to assessment of fees*

THE BASIC QUESTION

**WHO PAYS FOR
INFRASTRUCTURE TO
SERVE GROWTH?**

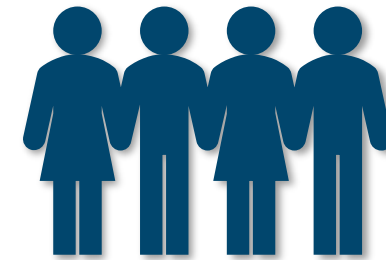
IMPACT FEES

New development
shares the cost



NO IMPACT FEES

Existing and future
rate payers pay for all
capital projects



IMPACT FEE BACKGROUND

- Governed by Chapter 395 of the Texas Local Government Code (TLGC)
- State law requires impact fees to be updated every 5 years
- Why have impact fees?
 - ✓ Allows cities to **recoup costs** associated with infrastructure needed to serve future development, and **makes growth pay for a share of the growth**
 - ✓ Reduces full cost burden of new facilities on **existing customers**

WHAT IS ELIGIBLE FOR IMPACT FEES?

Components that **can** be paid for through an impact fee program:

- ✓ Recently constructed improvements with excess capacity to accommodate growth within 10 years
- ✓ Construction cost of capital improvements on the 10-Year CIP
- ✓ Survey and Engineering fees
- ✓ Land acquisition costs, including court awards
- ✓ Debt Service of Impact Fee CIP
- ✓ Study/Update Costs

Components that **cannot** be paid for through an impact fee program:

- ✗ Projects not included in the CIP
- ✗ Repair, operation and maintenance of existing or new facilities
- ✗ Upgrades to serve existing development
- ✗ Administrative costs of operating the program
- ✗ Non-CIP debt service

»»» During Impact Fee Study

- Guide the conduct of the study
- **Provide input on:**
 - ✓ Land Use Assumptions (LUA)
 - ✓ Capital improvement plans (CIPs) for Water and Wastewater
- **Provide written comments** to Council on the recommended impact fees

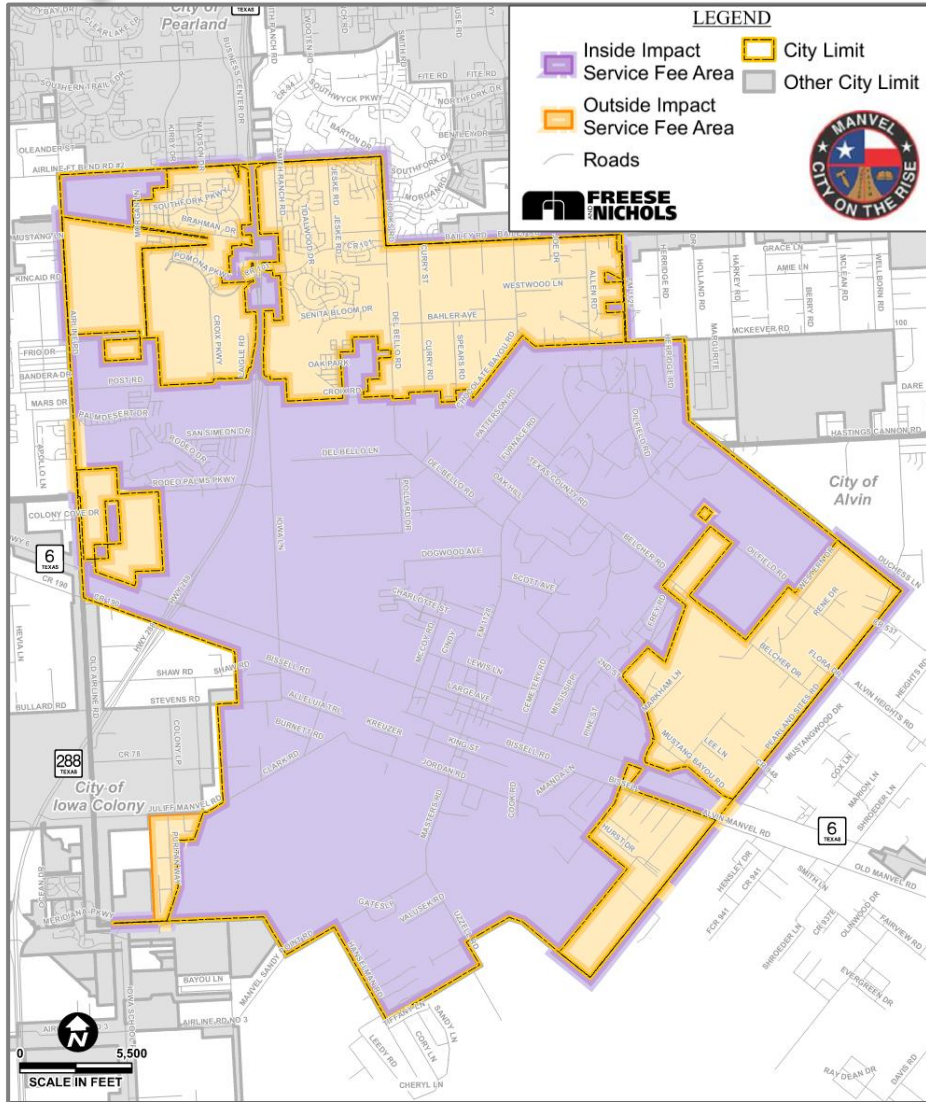
»»» After Adoption of Impact Fee

- File semiannual reports with respect to progress of the CIP and report to the City Council any perceived inequities in implementing the plan of imposing the impact fee
- Advise the City Council of the need to update or revise the LUA, CIP and Impact Fee

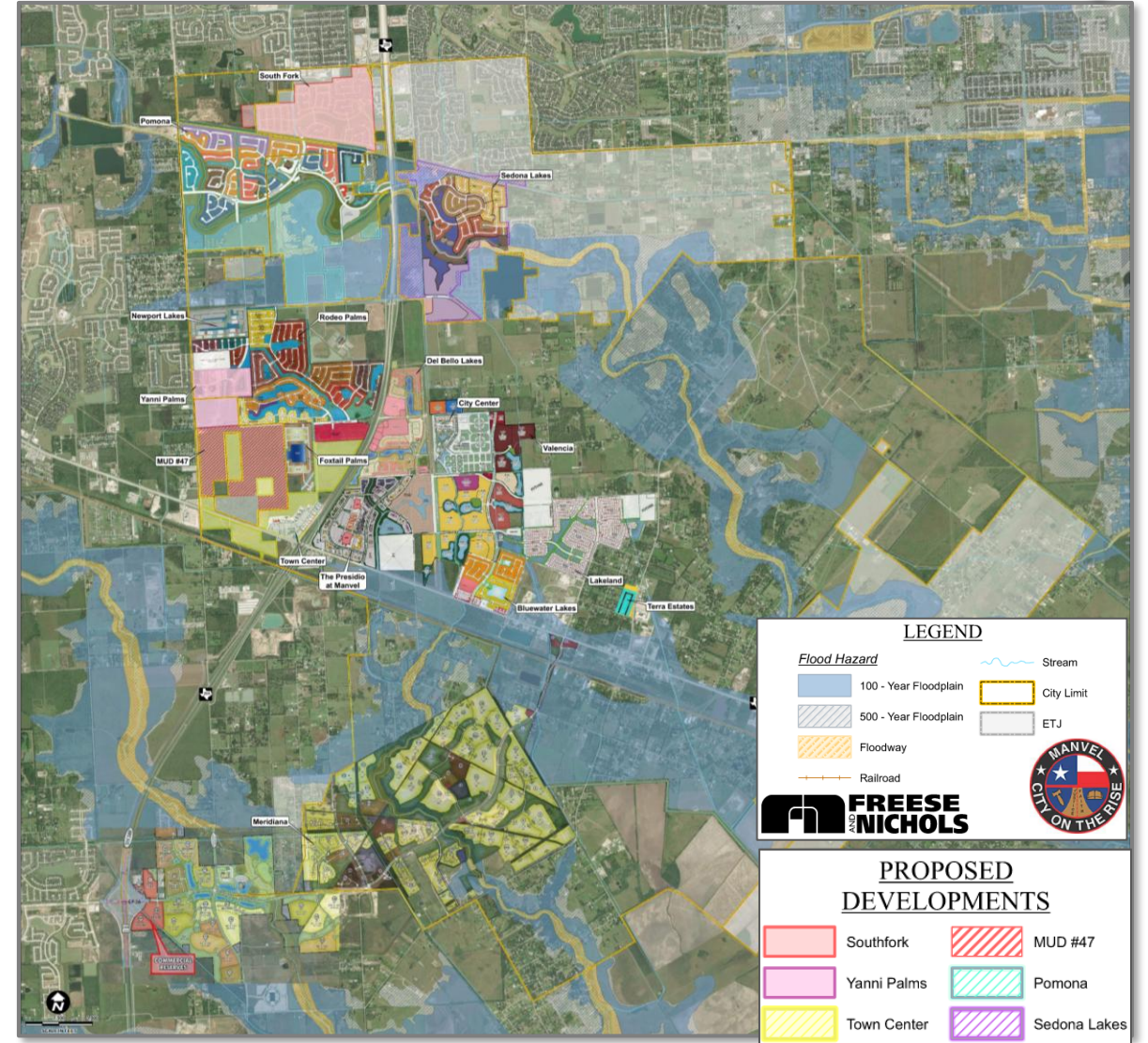
LUA = Land Use Assumption
CIP = Capital Improvements Plan

LAND USE ASSUMPTIONS

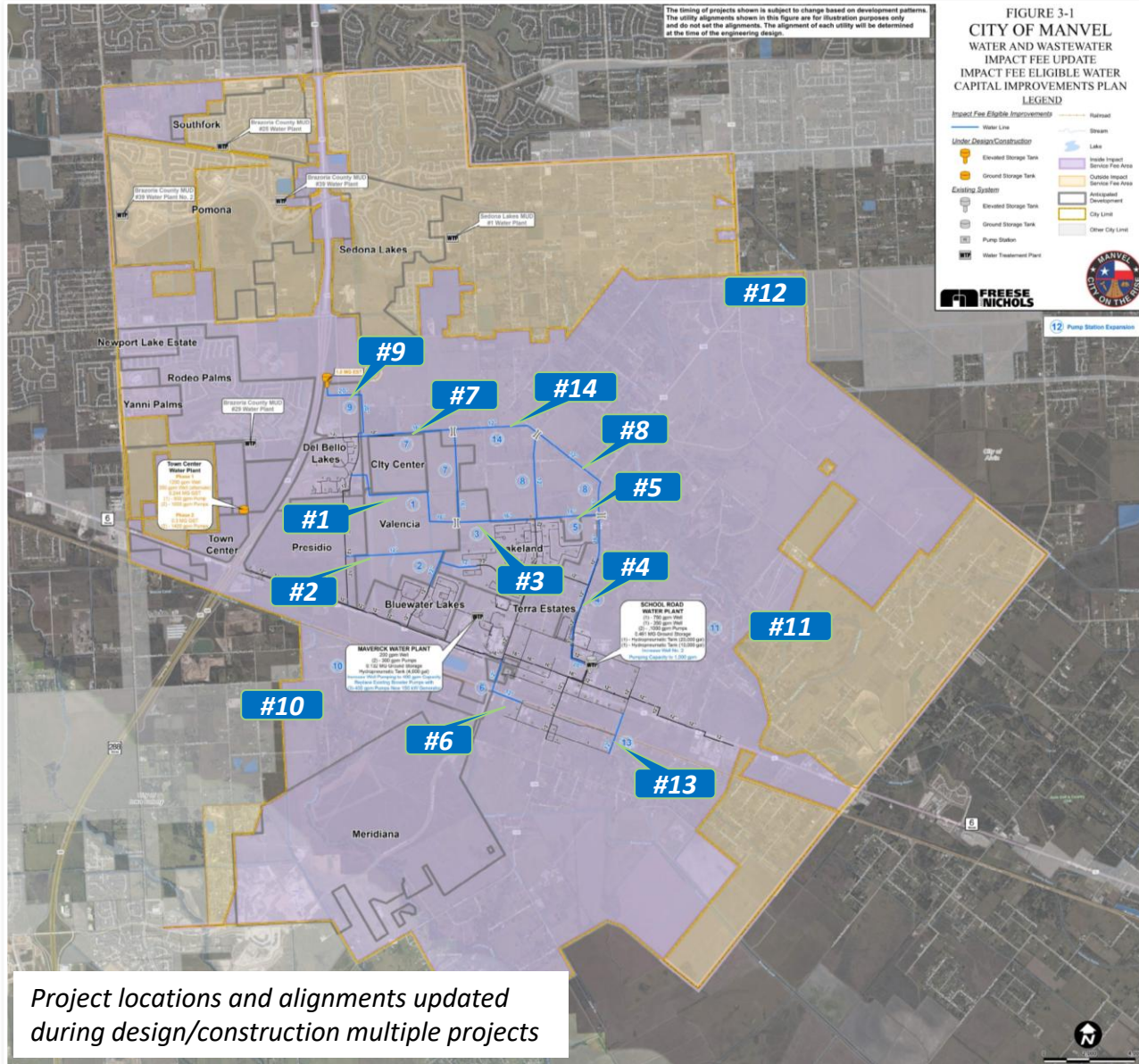
Impact Fee Service Area



Anticipated Future Developments



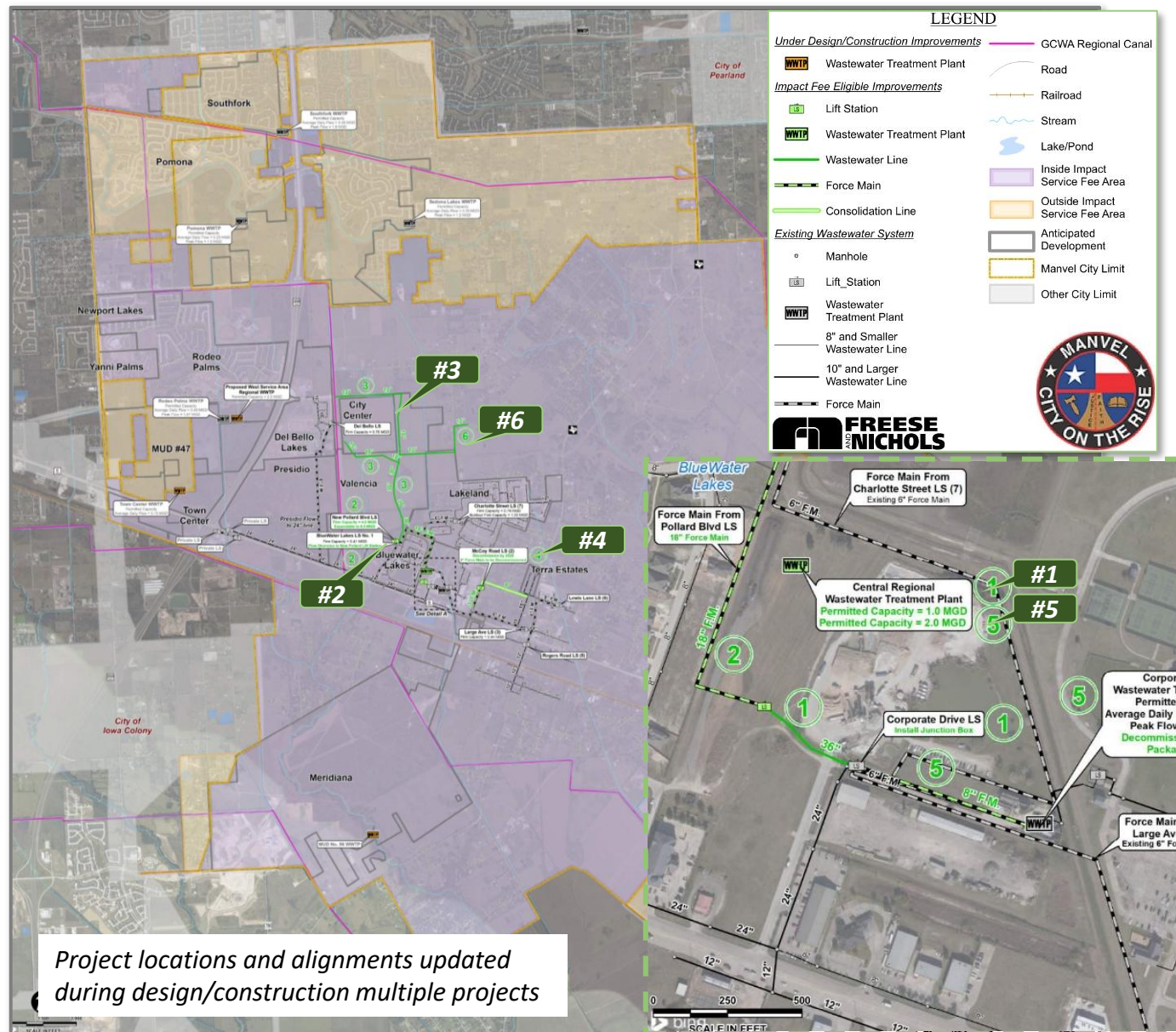
WATER IMPACT FEE ELIGIBLE CAPITAL IMPROVEMENTS PLAN



Impact Fee Eligible CIP No.	Description of Project
A	Master Water Plan and Impact Fee Update
B	Del Bello 1 MG EST (Manvel EST)
1	Manvel City Center Interconnect
2	Sowell Interconnect
3	Dogwood Avenue - Phase 1
4	Masters Line Waterline Extension Phase 3
5	Dogwood Avenue - Phase 2
6	Bissell Road Loop
7	Del Bello interconnect
8	Del Bello and Masters Road Loop
9	Manvel Parkway Waterline Extension
10	Maverick Plant Improvements
11	School Road Plant Improvements
12	Pump Station Expansion
13	Cemetery Road Loop Phase 2
14	Del Bello Spur to Del Bello Blvd Loop
15	Master Water Plan and Impact Fee Study (2025/26)
16	Master Water Plan and Impact Fee Study (2030/31)

Project locations and alignments updated during design/construction multiple projects

WASTEWATER IMPACT FEE ELIGIBLE CAPITAL IMPROVEMENTS PLAN



Impact Fee Eligible CIP No.	Description of Project
A	Master Wastewater Plan and Impact Fee Update
1	1.0 MGD Expansion of the Central Regional Wastewater Treatment Plant (Phase 1)
2	New 4.0 MGD Pollard Blvd Lift Station and 18-inch Force Main (Phase 1)
3	12/15/18/30-inch Lines through Valencia Development
4	8-inch Gravity Main along McCoy Drive and Lewis Lane
5	Expansion of the Central Region Wastewater Treatment Plant to 2.0 MGD Capacity (Phase 2)
6	12-inch Del Bello SPUR Gravity Main
7	Master Wastewater Plan and Impact Fee Study (2025/26)
8	Master Wastewater Plan and Impact Fee Study (2030/31)

Project locations and alignments updated during design/construction multiple projects

EXISTING IMPACT FEE ORDINANCE

- »» Existing impact fees adopted in October 2021
- »» Assessed based on the water meter size

Meter Size	Service Unit Equivalent	Impact Fees		
		Water	Wastewater	Total
3/4"	1.0	\$2,441	\$7,107	\$9,548
1"	1.6	\$3,906	\$11,371	\$15,277
1-1/2"	4.0	\$9,766	\$28,428	\$38,194
2"	6.4	\$15,625	\$45,484	\$61,109
3"	12.8	\$31,251	\$90,969	\$122,220
4"	20.0	\$48,830	\$142,140	\$190,970
6"	40.0	\$97,660	\$284,280	\$381,940
8"	64.0	\$156,256	\$454,848	\$611,104
10"	92.0	\$224,618	\$653,844	\$878,462

Total Water & Wastewater Impact Fee for 3/4" meter = \$9,548

IMPACT FEE FUND ACTIVITY

Water and Wastewater Impact Fee Account	FY 19-20 Actual	FY 20-21 Actual	FY 21-22 Actual	FY 22-23 Actual	FY 23-24 Actual	FY 24-25 Actual To Date
Beginning balance	\$611,436	\$676,722	-	\$147,820	-	\$3,563,470
Interest Income	\$6,156	\$501	\$0	\$0	\$0	\$102,932
Water Impact Fee Revenue	\$350,997	\$443,302	\$109,870	\$(4,884)	\$974,935	\$109,375.00
Wastewater Impact Fee Revenue	\$113,133	\$269,887	\$37,950	\$90,971	\$2,838,535	\$227,420.00
Transferred to CIP Fund	\$(405,000)	\$(1,390,411)	-	\$(233,907)	(\$250,000)	\$(2,226,028)
Ending Water and Wastewater Impact Fee Account Balance:	\$676,722	-	\$147,820	-	\$3,563,470	\$1,777,169

*Account balance rounded to nearest dollar

WATER IMPACT FEE ELIGIBLE CAPITAL IMPROVEMENTS PLAN

Impact Fee Eligible CIP No.	Description of Project ^(a)	Status	2021 Impact Fee Report Capital Costs	Latest Estimated Project Cost ^(b) (if Available)	Notes
A	Master Water Plan and Impact Fee Update	Completed	\$67,500	\$67,500	Completed in 2021.
B	Del Bello 1 MG EST (Manvel EST)	Completed	\$3,390,000	\$5,759,497	Project on-line
1	Manvel City Center Interconnect	In Progress	\$1,584,800	\$1,716,810	Portions of the lines are currently under design/construction. Latest estimated project cost is based on a modified scope of the project that may include updated size and alignments. Some projects may have a future phase and that cost estimate is currently not available.
2	Sowell Interconnect	In Progress	\$1,597,400	\$1,777,374	
3	Dogwood Avenue - Phase 1	Not Started	\$723,800	-	
4	Masters Line Waterline Extension Phase 3	Near Completion	\$1,776,600	\$323,178	Project extent and line size modified and combined with sewer project.
5	Dogwood Avenue - Phase 2	Not Started	\$666,400	-	
6	Bissell Road Loop	Not Started	\$860,000	-	
7	Del Bello interconnect	Completed	\$1,967,000	\$357,817	Latest estimated project cost is based on a modified scope of the project that may include updated size and alignments. This project may have a future phase and that cost estimate is currently not available.
8	Del Bello and Masters Road Loop	Not Started	\$1,880,200		
9	Manvel Parkway Waterline Extension	In Progress	\$1,509,400	\$459,145	Latest estimated project cost includes a portion of the water line. This line is constructed as part of two separate projects. Partial estimate is available.
10	Maverick Plant Improvements	In Progress	\$1,032,500	\$1,650,000	Well repair complete; pending generator.
11	School Road Plant Improvements	Removed from CIP	\$3,360,000	-	Project need is being met by a different project.
12	Pump Station Expansion	Not Started	\$10,360,000	-	
13	Cemetery Road Loop Phase 2	Not Started	\$630,600	-	
14	Del Bello Spur to Del Bello Blvd Loop	Not Started	\$1,109,200	-	
15	Master Water Plan and Impact Fee Study (2025/26)	In Progress	\$75,000	\$54,712	
16	Master Water Plan and Impact Fee Study (2030/31)	Not Started	\$87,000	-	

(a) Alignment of some line projects were modified during design phase and are different from the alignment shown on the impact fee figure.

(b) The project cost is based on the design OPCC or actual construction costs depending on the status of the project.

WASTEWATER IMPACT FEE ELIGIBLE CAPITAL IMPROVEMENTS PLAN

Impact Fee Eligible CIP No.	Description of Project ^(a)	Status	2021 Impact Fee Report Capital Costs	Latest Estimated Project Cost ^(b) (if Available)	Notes
A	Master Wastewater Plan and Impact Fee Update	Completed	\$61,200	\$61,200	Completed in 2021.
1	1.0 MGD Expansion of the Central Regional Wastewater Treatment Plant (Phase 1)	In Progress	\$26,741,900	\$43,981,500	Current estimate of project cost.
2	New 4.0 MGD Pollard Blvd Lift Station and 18-inch Force Main (Phase 1)	In Progress	\$3,324,354 ^(c)	\$1,502,281	Project partially completed. Latest estimated project cost is based on a modified scope of the project that may include updated size and alignments. This project may have a future phase and that cost estimate is currently not available.
3	12/15/18/30-inch Lines through Valencia Development	In Progress	\$4,330,058 ^(c)	\$3,552,511	Project partially completed.
4	8-inch Gravity Main along McCoy Drive and Lewis Lane	Near Completion	\$753,800	\$615,788	Project combined with Masters water and sewer line.
5	Expansion of the Central Region Wastewater Treatment Plant to 2.0 MGD Capacity (Phase 2)	Not Started	\$15,904,500	-	
6	12-inch Del Bello SPUR Gravity Main	Not Started	\$1,555,200	-	
7	Master Wastewater Plan and Impact Fee Study (2025/26)	In Progress	\$75,000	\$54,712	
8	Master Wastewater Plan and Impact Fee Study (2030/31)	Not Started	\$87,000	-	

(a) Alignment of some line projects were modified during design phase and are different from the alignment shown on the impact fee figure.

(b) The project cost is based on the design OPCC or actual construction costs depending on the status of the project.

(c) Capital cost reflects City's oversizing share only. Therefore, the percent utilization only considers projected 10-year growth outside of the Valencia development.

Newport Lakes

Rodeo Palms

Del Bello Lakes

Yanni Palms

City Center

Valencia

Thank you!

Ishita Rahman, PE

(832) 456-4747

e-mail: Ishita.Rahman@freese.com

Richard Weatherly, PE

(713) 600-6824

e-mail: Richard.Weatherly@freese.com

Foxtail Palms

Town Center

Bluewater Lakes

Terra Estates



TO: Dan Johnson, PE, City of Manvel
Adewale Taiwo, City of Manvel
Rosa Donaire, City of Manvel

FROM: Ishita Rahman, PE, Freese and Nichols, Inc.
Bailey Keller, PE, Freese and Nichols, Inc.
Richard Weatherly, PE, Freese and Nichols, Inc.

SUBJECT: Semiannual Capital Improvements Advisory
Committee (CIAC) Report

DATE: August 20, 2025



The City of Manvel adopted their current water and wastewater impact fees of \$2,441 and \$7,107, respectively, for the base meter on October 13, 2021, per ordinance number 2021-O-25. Impact fees are implemented under the procedure outlined in Chapter 395 of the Texas Local Government Code (TLGC) and are defined as “a charge or assessment imposed by a political subdivision against new development in order to generate revenue for funding or recouping the costs of capital improvements or facility expansions necessitated by and attributable to the new development.”

TLGC Chapter 395 requires that a capital improvements advisory committee (CIAC) be appointed by Council to serve in an advisory capacity and is established to:

1. Advise and assist the political subdivision in adopting land use assumptions;
2. Review the capital improvements plan and file written comments;
3. Monitor and evaluate implementation of the capital improvements plan;
4. File semiannual reports with respect to the progress of the capital improvements plan and report to the political subdivision any perceived inequities in implementing the plan or imposing the impact fee; and
5. Advise the political subdivision of the need to update or revise the land use assumptions, capital improvements plan, and impact fee.

This document has been prepared to fulfill the requirements of the semiannual report on the water and wastewater impact fees.



WATER AND WASTEWATER IMPACT FEE SEMIANNUAL REPORT

Capital Improvements Advisory Committee

The City of Manvel appointed members of CIAC for a two-year term during the City Council meeting on March 18, 2024 (**Table 1**).

Table 1: 2024 Capital Improvements Advisory Committee

Member	Role/Association
Christopher Davenport	Place 1
Keatha Davenport	Place 2
Venkataratnam Ramachandran	Place 3
Jason Hoelscher	Place 4/Home Builder
Alina Rogers	Place 5/Realtor

Water and Wastewater Impact Fee Land Use Assumptions

The water and wastewater impact fee service area and the water and wastewater land use assumptions as included in the 2021 Water and Wastewater Impact Fee Update study are included in **Appendix A**. **Table 2** presents the number of new connections (or SUEs) since the adoption of the latest water and wastewater impact fees. The growth in SUEs was calculated utilizing information provided by the City’s Utility Billing Department.

Table 2: Growth in Service Unit Equivalentents Since 2021 Impact Fee Update

Service	Growth in SUEs ⁽¹⁾
Water and Wastewater	827

(1) Growth in SUEs based on water meter billing data provided by the City and excludes irrigation meters.

Water and Wastewater Impact Fee Capital Improvements Plan

Table 3 and **Table 4** present the status of water and wastewater impact fee eligible capital improvements plan (CIP) projects, respectively, as identified in the 2021 Water and Wastewater Impact Fee study. The water and wastewater CIP figures are included in **Appendix A**.

Table 3: Water Impact Fee CIP Projects Status

Impact Fee Eligible CIP No.	Description of Project ^(a)	Status	2021 Impact Fee Report Capital Costs	Latest Estimated Project Cost ^(b) (if available)	Notes
A	Master Water Plan and Impact Fee Update	Completed	\$67,500	\$67,500	Completed in 2021.
B	Del Bello 1 MG EST (Manvel EST)	Completed	\$3,390,000	\$5,759,497	Project on-line
1	Manvel City Center Interconnect ^(a)	In Progress	\$1,584,800	\$1,716,810	Portions of the lines are currently under design/construction. Latest estimated project cost is based on a modified scope of the project that may include updated size and alignments. Some projects may have a future phase and that cost estimate is currently not available.
2	Sowell Interconnect	In Progress	\$1,597,400	\$1,777,374	
3	Dogwood Avenue - Phase 1	Not Started	\$723,800	-	
4	Masters Line Waterline Extension Phase 3	Near Completion	\$1,776,600	\$323,178	Project extent and line size modified and combined with sewer project.
5	Dogwood Avenue - Phase 2	Not Started	\$666,400	-	
6	Bissell Road Loop	Not Started	\$860,000	-	
7	Del Bello interconnect	Completed	\$1,967,000	\$357,817	Latest estimated project cost is based on a modified scope of the project that may include updated size and alignments. This project may have a future phase and that cost estimate is currently not available.
8	Del Bello and Masters Road Loop	Not Started	\$1,880,200		
9	Manvel Parkway Waterline Extension	In Progress	\$1,509,400	\$459,145	Latest estimated project cost includes a portion of the water line. This line is constructed as part of two separate projects. Partial estimate is available.
10	Maverick Plant Improvements	In Progress	\$1,032,500	\$1,650,000	Well repair complete; pending generator.
11	School Road Plant Improvements	Removed from CIP	\$3,360,000	-	Project need is being met by a different project.
12	Pump Station Expansion	Not Started	\$10,360,000	-	
13	Cemetery Road Loop Phase 2	Not Started	\$630,600	-	
14	Del Bello Spur to Del Bello Blvd Loop	Not Started	\$1,109,200	-	
15	Master Water Plan and Impact Fee Study (2025/26)	In Progress	\$75,000	\$54,712	
16	Master Water Plan and Impact Fee Study (2030/31)	Not Started	\$87,000	-	

(a) Alignment of some line projects were modified during design phase and are different from the alignment shown on the impact fee figure.

(b) The project cost is based on the design OPCC or actual construction costs depending on the status of the project.



Table 4: Wastewater Impact Fee CIP Project Status

Impact Fee Eligible CIP No.	Description of Project ^(a)	Status	2021 Impact Fee Report Capital Costs	Latest Estimated Project Cost ^(b) (if available)	Notes
A	Master Wastewater Plan and Impact Fee Update	Completed	\$61,200	\$61,200	Completed in 2021.
1	1.0 MGD Expansion of the Central Regional Wastewater Treatment Plant (Phase 1)	In Progress	\$26,741,900	\$43,981,500	Current estimate of project cost.
2	New 4.0 MGD Pollard Blvd Lift Station and 18-inch Force Main (Phase 1)	In Progress	\$3,324,354	\$1,502,281	Project partially completed. Latest estimated project cost is based on a modified scope of the project that may include updated size and alignments. This project may have a future phase and that cost estimate is currently not available.
3	12/15/18/30-inch Lines through Valencia Development	In Progress	\$4,330,058	\$3,552,511	Project partially completed.
4	8-inch Gravity Main along McCoy Drive and Lewis Lane	Near Completion	\$753,800	\$615,788	Project combined with Masters water and sewer line.
5	Expansion of the Central Region Wastewater Treatment Plant to 2.0 MGD Capacity (Phase 2)	Not Started	\$15,904,500	-	
6	12-inch Del Bello SPUR Gravity Main	Not Started	\$1,555,200	-	
7	Master Wastewater Plan and Impact Fee Study (2025/26)	In Progress	\$75,000	\$54,712	
8	Master Wastewater Plan and Impact Fee Study (2030/31)	Not Started	\$87,000	-	

(a) Alignment of some line projects were modified during design phase and are different from the alignment shown on the impact fee figure.

(b) The project cost is based on the design OPCC or actual construction costs depending on the status of the project.

(c) Capital cost reflects City's oversizing share only. Therefore, the percent utilization only considers projected 10-year growth outside of the Valencia development.



Water and Wastewater Impact Fee Fund Activity

The City of Manvel maintains a water and wastewater impact fee account where the City records revenue for water and wastewater separately. The impact fee funds are transferred into the Capital Improvements Fund to apply towards the impact fee eligible capital improvements plan projects that were identified in the 2021 Water and Wastewater Impact Fee Study. **Table 5** presents the Water and Wastewater Impact Fee fund activity in the past 5 years.

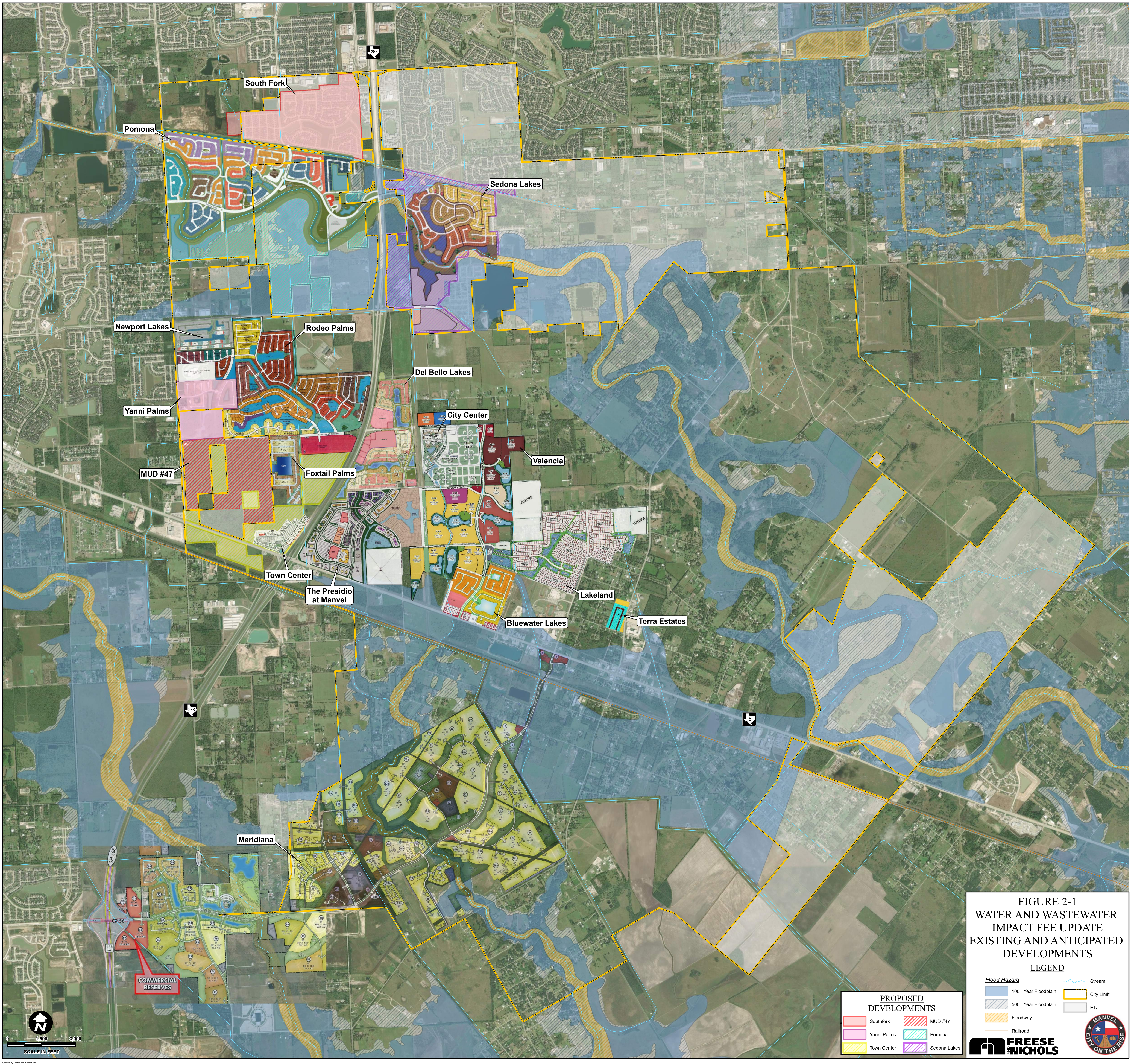
Table 5: Water and Wastewater Impact Fee Fund Activity

Water and Wastewater Impact Fee Account	FY 19-20 Actual	FY 20-21 Actual	FY 21-22 Actual	FY 22-23 Actual	FY 23-24 Actual	FY24-25 Actual To Date*
Beginning balance	\$611,436	\$676,722	-	\$147,820	-	\$3,563,470
Interest Income	\$6,156	\$501	\$0	\$0	\$0	\$102,932
Water Impact Fee Revenue	\$350,997	\$443,302	\$109,870	\$(4,884)	\$974,935	\$109,375
Wastewater Impact Fee Revenue	\$113,133	\$269,887	\$37,950	\$90,971	\$2,838,535	\$227,420
Transferred to CIP Fund per Budget	\$(405,000)	\$(1,390,411)	-	\$(233,907)	(\$250,000)	(\$2,226,028)
Ending Water and Wastewater Impact Fee Account Balance:	\$676,722	-	\$147,820	-	\$3,563,470	\$1,777,169

*Account balance rounded to nearest dollar



Appendix A



**FIGURE 2-1
WATER AND WASTEWATER
IMPACT FEE UPDATE
EXISTING AND ANTICIPATED
DEVELOPMENTS**

LEGEND

100 - Year Floodplain	City Limit
500 - Year Floodplain	ETJ
Floodway	Stream
Railroad	

PROPOSED DEVELOPMENTS

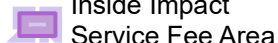
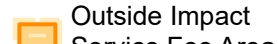
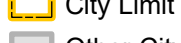


Southfork	MUD #47
Yanni Palms	Pomona
Town Center	Sedona Lakes

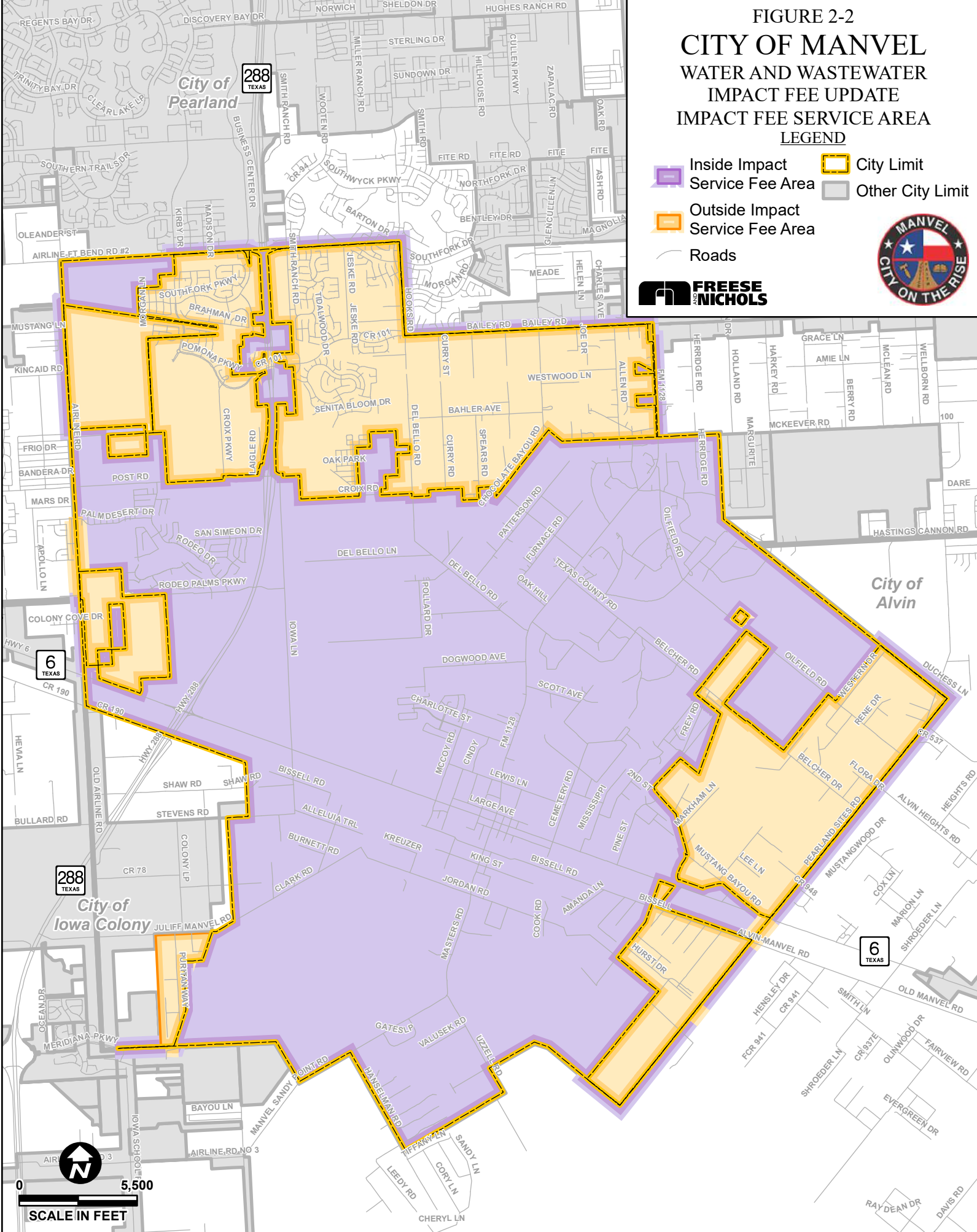
SCALE IN FEET
0 1,500 3,000

Created by Freese and Nichols, Inc. (2018). MANVEL, TEXAS: PRELIMINARY DESIGN FOR WATER AND WASTEWATER IMPACT FEE UPDATE. (Figure 2-1) Anticipated Developments. Updated Month: October 16, 2017 10:18:25 AM. User Name: 0102



FIGURE 2-2
CITY OF MANVEL
 WATER AND WASTEWATER
 IMPACT FEE UPDATE
 IMPACT FEE SERVICE AREA
 LEGEND

-  Inside Impact Service Fee Area
-  Outside Impact Service Fee Area
-  City Limit
-  Other City Limit
-  Roads



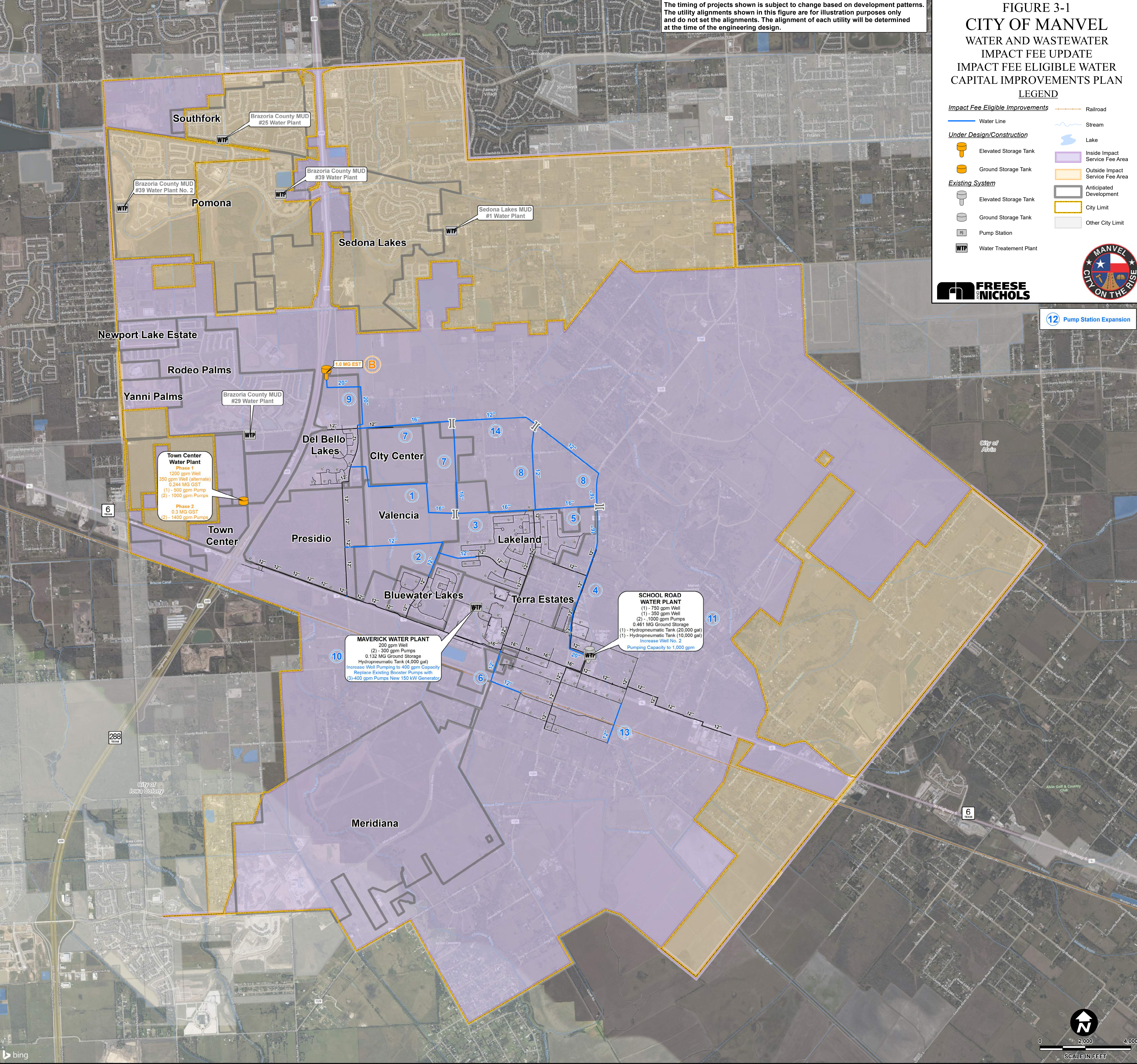
The timing of projects shown is subject to change based on development patterns. The utility alignments shown in this figure are for illustration purposes only and do not set the alignments. The alignment of each utility will be determined at the time of the engineering design.

FIGURE 3-1
CITY OF MANVEL
 WATER AND WASTEWATER
 IMPACT FEE UPDATE
 IMPACT FEE ELIGIBLE WATER
 CAPITAL IMPROVEMENTS PLAN
LEGEND

- Impact Fee Eligible Improvements**
- Water Line
 - Stream
 - Lake
 - Inside Impact Service Fee Area
 - Outside Impact Service Fee Area
 - Anticipated Development
 - City Limit
 - Other City Limit
- Under Design/Construction**
- Elevated Storage Tank
 - Ground Storage Tank
 - Elevated Storage Tank
 - Ground Storage Tank
 - Pump Station
 - Water Treatment Plant
- Existing System**
- Railroad
 - Stream
 - Lake
 - Inside Impact Service Fee Area
 - Outside Impact Service Fee Area
 - Anticipated Development
 - City Limit
 - Other City Limit



12 Pump Station Expansion



Town Center Water Plant
 Phase 1
 1200 gpm Well
 350 gpm Well (alternate)
 0.24 MG GST
 (1) - 500 gpm Pump
 (2) - 1000 gpm Pumps
 Phase 2
 0.3 MG GST
 (2) - 1400 gpm Pump

MAVERICK WATER PLANT
 200 gpm Well
 (2) - 300 gpm Pumps
 0.132 MG Ground Storage
 Hydro-pneumatic Tank (4,000 gal)
 Increase Well Pumping to 400 gpm Capacity
 Replace Existing Booster Pumps with
 (3)-400 gpm Pumps New 150 kW Generator

SCHOOL ROAD WATER PLANT
 (1) - 750 gpm Well
 (1) - 350 gpm Well
 (2) - 1000 gpm Pumps
 0.461 MG Ground Storage
 (1) - Hydro-pneumatic Tank (20,000 gal)
 (1) - Hydro-pneumatic Tank (10,000 gal)
 Increase Well No. 2
 Pumping Capacity to 1,000 gpm

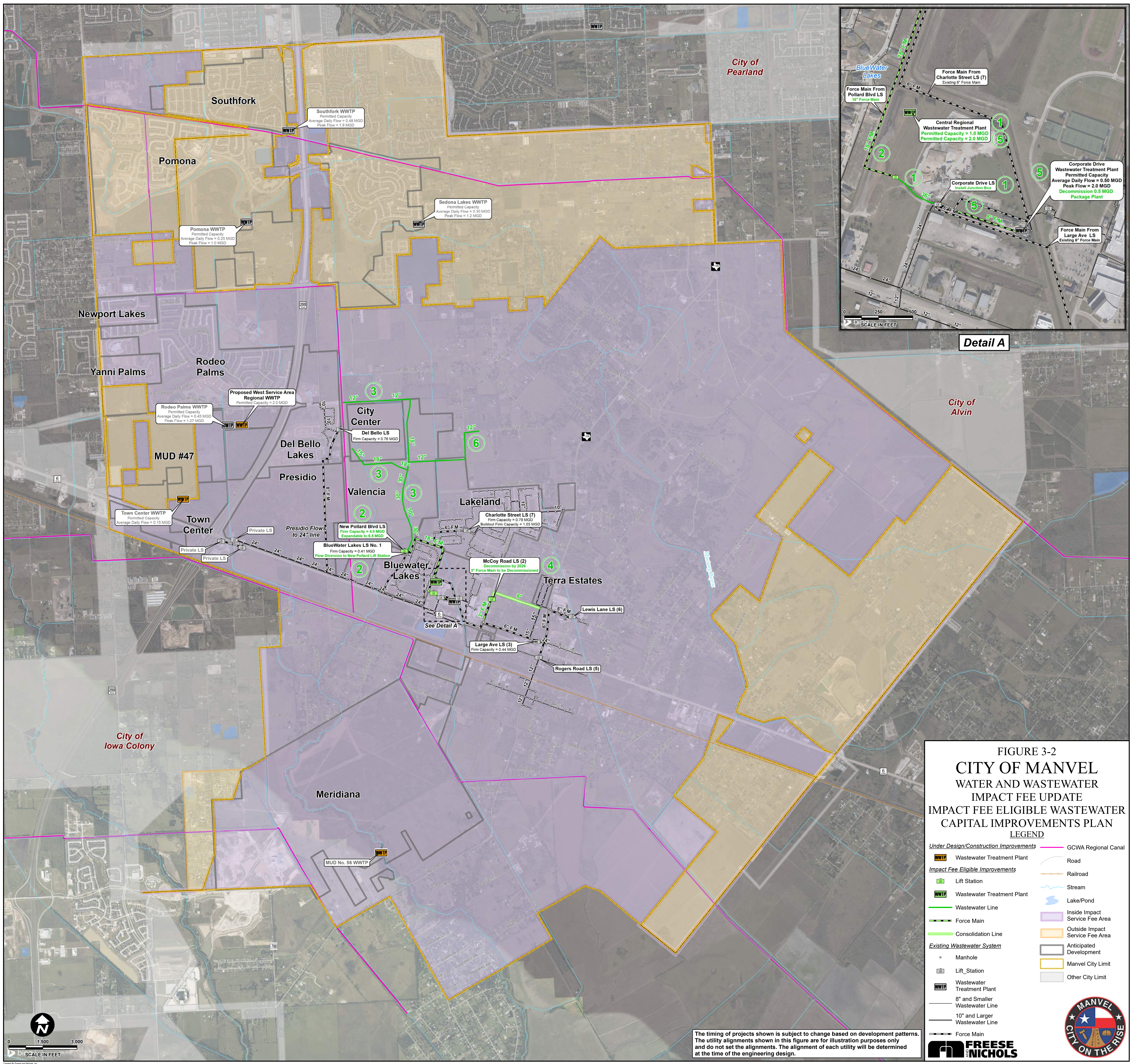
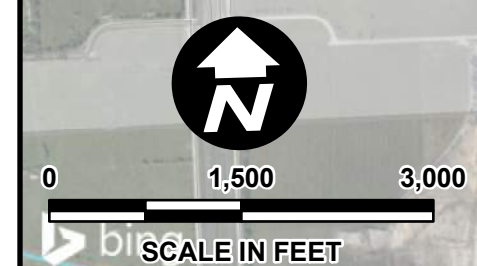


FIGURE 3-2
CITY OF MANVEL
 WATER AND WASTEWATER
 IMPACT FEE UPDATE
 IMPACT FEE ELIGIBLE WASTEWATER
 CAPITAL IMPROVEMENTS PLAN
 LEGEND

- GCWA Regional Canal
- Wastewater Treatment Plant
- Lift Station
- Wastewater Line
- Consolidation Line
- Existing Wastewater System
- Manhole
- Lift Station
- Wastewater Treatment Plant
- 8" and Smaller Wastewater Line
- 10" and Larger Wastewater Line
- Force Main
- Road
- Railroad
- Stream
- Lake/Pond
- Inside Impact Service Fee Area
- Outside Impact Service Fee Area
- Anticipated Development
- Manvel City Limit
- Other City Limit

The timing of projects shown is subject to change based on development patterns. The utility alignments shown in this figure are for illustration purposes only and do not set the alignments. The alignment of each utility will be determined at the time of the engineering design.



ARTICLE IV. RESIDENTIAL PARKING

Sec. 59-80. Definitions.

Ambulance means a specialized vehicle for emergency or non-emergency care and transportation of the sick and/or injured, with a driver compartment and a patient compartment, carrying all equipment and supplies needed to provide emergency medical technician-basic level emergency care at the scene and en route to an appropriate medical facility, whether or not an emergency may exist.

Boat or watercraft means any motorized vehicle, registered or unregistered, used for recreation or commercial use on any body of water, river, or stream.

Bus means any commercial vehicle designed to carry persons on streets, roads, or highways for hire.

Commercial vehicle means any vehicle designed or used primarily for transportation of persons, goods, property, or services for, or in connection with, a business, school, or church.

Converted bus means a bus that has been converted to transport property or a service.

Dwelling means a building or portion of a building which is arranged, occupied or intended to be occupied as living quarters and includes facilities for food preparation and sleeping.

Fire apparatus means any of various large trucks that carry firefighters and equipment to the site of a fire, including fire trucks, ladder trucks, hook and ladder trucks, and aerial ladder trucks. The term does not include suburban utility vehicles or pick-up trucks.

Lease means a conveyance of a commercial vehicle for a specified term and for a specified rent at the fair market value for that particular vehicle.

Master Planned Community A **Master Planned Community** is a large-scale, comprehensively planned residential development, approved through the subdivision and zoning process, that is designed to include a variety of housing types and densities integrated with supporting land uses such as schools, parks, open space, commercial areas, and public facilities. Such communities are developed in accordance with an adopted master plan that establishes land-use patterns, infrastructure systems, design standards, and phasing, and are typically governed by restrictive covenants, deed restrictions, or a property owners' association to ensure long-term maintenance and compliance with the approved plan.

Motor vehicle means any motor vehicle subject to registration pursuant to the Texas Certificate of Title Act.

Passenger vehicle means any vehicle which can carry one or more passengers for transportation over a street or highway, including, but not limited to, automobile, truck, SUV, van, motorcycle, or bus.

Recreational vehicles means any unit primarily designed as a living quarters for recreation, camping, or travel use which either contains its own motor power as in the case of, but not limited to, motor homes, motor coaches, mini-motor homes, or recreational vans; can be temporarily or permanently mounted on a vehicle such as a coach, camper shell, truck camper or pickup camper; or is pulled by a motorized vehicle such as in the case of a "pop-up" camper.

Residential Subdivision A tract or parcel of land that has been divided, platted, or otherwise laid out into two or more lots for the primary purpose of residential use or development, together with any required streets, alleys,

easements, utilities, drainage, and common areas, in accordance with applicable zoning and subdivision regulations.

Trailer means any unpowered vehicle or device designed for carrying property, material, or passengers wholly on its own structure and for being drawn by a motor vehicle, as in the case, but not limited to utility trailer, boat or watercraft trailer, livestock trailer, cargo trailer, horse trailer, barbecue trailer, heavy equipment trailer, and car trailer.

Truck-tractor means a motor vehicle designed and used primarily for drawing another vehicle and is not constructed to carry a load other than a part of the weight of the vehicle and load to be drawn, such as tractor trailer rigs and ten-wheel tractors.

Vehicle means any device in, upon, or by which any person or property may be propelled, moved, or drawn or otherwise transported upon a street or highway, except a device which is designed to be exclusively moved by human power or used exclusively upon stationary rails or tracks. The term "vehicle" shall include, but is not limited to, passenger vehicle, boat or watercraft, trailer, recreational vehicle, truck, motor vehicle, motorized vehicular home, motor coach, bus, converted bus, truck-tractor, and wrecker.

Wrecker means any motor vehicle used or designed for the purpose of towing or removing disabled or wrecked vehicles.

Wrecker business means the business of towing or removing disabled or wrecked vehicles, regardless of whether or not the purpose in towing such vehicle is to remove, repair, wreck, store, trade or purchase such disabled or wrecked vehicle.

Wrecker company means any person engaged in the wrecker business.

(Ord. No. 2017-O-19, § 2, 6-26-2017)

Sec. 59-81. Prohibited parking of vehicles.

- (a) No vehicle may be parked on residential city street pavement longer than 48 continuous hours.
- (b) No vehicular parking shall be permitted on any sidewalk and no vehicular part shall extend over a sidewalk. On a residential lot with no sidewalk, no vehicles shall be parked within a five-foot setback from the curb edge (that edge of the curb closest to the house).
- (c) To the extent of conflict of any other parking ordinances in this Code, this section is intended to prevail.

(Ord. No. 2017-O-19, § 2, 6-26-2017)

Sec. 59-82. Parking, stopping, standing, loading, and unloading zones.

The operator or driver of any vehicle shall not park, stop or stand such vehicle for the purpose of loading or unloading passengers or cargo within the following streets or rights-of-way designated by the city council below. Signs shall be placed or erected and maintained in each block designating the areas governed by the provisions of this section.

No parking, stopping, standing, loading, and unloading zones:

- (1) 7000 block of McCoy Road, between SH 6 and Charlotte Street.
- (2) Charlotte Street—100 feet East and West of the intersection of McCoy Road.
- (3) School Road, between Lewis Lane and Large Road.
- (4) Palm Desert Drive, between Airline Road (CR 48) and Desert Springs Lane.

(Ord. No. 2023-O-31, § 2, 9-18-2023)

Sec. 59-83. Recreational vehicles.

Recreational vehicles shall be parked, kept or stored behind a line that is 20 feet forward toward the street from the front building line (set back line as established by zone or plat) of the lot in single-family residence (SFR) or open single-family residence (OSFR) zoned subdivisions, and shall be parked, kept or stored with all the parts of the vehicle behind the sidewalk in a single-family residence (SFR) or open single-family residence (OSFR) zoned subdivisions.

(Ord. No. 2017-O-19, § 2, 6-26-2017; Ord. No. 2023-O-31, § 2, 9-18-2023)

Editor's note(s)—Ord. No. 2023-O-31, § 2, adopted Sept. 18, 2023, renumbered §§ 59-82—59-84 as 59-83—59—85.

Sec. 59-84. Boats and trailers.

- (a) No boat or trailer may be parked on a residential street for a period longer than is necessary for the expeditious loading or unloading of passengers, equipment, or materials. In no case shall the boat or trailer be parked on the residential street unattended for more than four hours.
- (b) Boats and trailers ~~may shall~~ not be parked in a residential subdivision or master planned community in a manner that causes any part of the boat or trailer to extend over a sidewalk, in the front of a residence not on a concrete driveway, or blocking the ingress or egress of the front of the residence, on a residential lot with no sidewalk, no vehicles shall be parked within a five-foot setback from the curb edge (that edge of the curb closest to the house).
- (c) To the extent of conflict of any other parking ordinances in the city code, this section is intended to prevail.

(Ord. No. 2025-O-10, § 2, 4-7-2025)

Sec. 59-85. Commercial vehicles.

- (a) Commercial vehicles not owned, leased, or driven by the resident, shall not be parked or left standing except for the purpose of making a delivery, providing a service, or in connection with a house renovation or repair project and then only during the time of the delivery, service, or during actual hours of renovation work.
- (b) In any event, unless during actual hours of delivery, service or renovation work, the following commercial vehicles shall not be parked on a residential street in a residential subdivision:
 - (1) Truck-tractors;
 - (2) Trailers designed to be drawn by truck-tractors;
 - (3) Public or private buses, including school, church, greyhound, coach or tour buses;
 - (4) Converted buses;
 - (5) Heavy construction equipment, to include, but not be limited to: graders, dozers, rollers, cement mixers, backhoes, dump trucks, and the like;
 - (6) Any commercial vehicle exceeding 35 feet in length.

(Ord. No. 2017-O-19, § 2, 6-26-2017; Ord. No. 2023-O-31, § 2, 9-18-2023; Ord. No. 2025-O-10, § 2, 4-7-2025)

Editor's note(s)—Ord. No. 2025-O-10, § 2, adopted April 7, 2025, renumbered § 59-84 as § 59-85.

Sec. 59-86. Violation.

- (a) It shall be a violation whenever a vehicle is found parked or stopped in violation of this article or state law.
- (b) Whenever any motor vehicle, with or without driver, is found parked or stopped in violation of any of the restrictions imposed by this article or by state law, the officer finding such vehicle shall take note of its registration number and may take any other information displayed on the vehicle which may identify its user, and shall conspicuously affix to such vehicle a traffic citation, on a form provided by the city, for the driver to answer to the charge during the hours and at a place specified in the citation.
- (c) In any prosecution charging a violation of any law or regulation governing the standing or parking of a vehicle, proof that the particular vehicle described in the complaint was parked in violation of any such law or regulation, together with proof that the defendant named in the complaint was, at the time of such parking, the registered owner of such vehicle shall constitute in evidence a prima facie presumption that the registered owner of such vehicle was the person who parked or placed such vehicle at the point where, and for the time during which, such violation occurred.

(Ord. No. 2017-O-19, § 2, 6-26-2017; Ord. No. 2023-O-31, § 2, 9-18-2023; Ord. No. 2025-O-10, § 2, 4-7-2025)

Editor's note(s)—Ord. No. 2025-O-10, § 2, adopted April 7, 2025, renumbered § 59-85 as § 59-86.

Secs. 59-86—59-100. Reserved.



MANVEL CITY COUNCIL DATA SHEET

MEETING DATE: August 5, 2024

TOPIC: A request by Redeemer Church/Manvel, Sonmar of Albuquerque, L.L.C., Meldi Hospitality, L.P., and Milestone South Six Development, Ltd. to abandon a portion of 40' wide right-of-way identified in Volume 2, Page 81 in the Plat Records of Brazoria County, within the Emigration Land Company Subdivision of the H.T. & B. R.R. Co. Survey, Abstract 47, being a total of 2.3159 acres.

BACKGROUND: This request pertains to a 40-foot-wide right-of-way (ROW) generally located south of Hwy 6/Morris Ave, west of Iowa Ln, and north of and terminating at the Topeka & Santa Fe Railroad. The properties involved in this abandonment request are the existing Redeemer Church, and three (3) vacant surrounding properties. The applicants are in agreement that there is no need to maintain the dedicated right-of-way and abandonment will not impede their ability to access the affected properties.

The subject ROW is not a major throughfare and the proposed abandonment will not have any detrimental impact in the area.

The PD&Z recommended unanimous approval of the right-of-way abandonment at the July 22, 2024 regular meeting.

STAFF RECOMMENDATION: Staff recommends approval of this requested ROW abandonment with the approval of Ordinance No. 2024-O-28.

ATTACHMENTS: Ordinance No. 2024-O-28, ROW abandonment application packet.

FUNDING ISSUES

- Not applicable
- Not budgeted
- Full amount already budgeted
- Funds to be transferred from Acct.#

SUBMITTING STAFF MEMBER Ian Knox	FINANCE DIRECTOR APPROVAL _____ CITY MANAGER APPROVAL _____
--	--

09.15.2025

This item was tabled at the Aug 05, 2025 City Council Meeting since a letter of no objection was not issued by CenterPoint Energy (CPE). Please note the following update:

- 1) CPE required an easement from the applicant and payment of a processing fee for a portion of the right-of-way requested for abandonment.
- 2) Applicant removed the said portion from the Abandonment request and CPE has issued a letter of no objection for the revised request. The property owner of the portion being removed has also provided a letter of no objection.
- 3) The revised request will result in a portion of the ROW not connected to any existing street, right-of-way or public access easement.
- 4) The proposed ordinance has been revised to reflect the change in the requested ROW abandonment.

ORDINANCE NO. 2024-O-28

AN ORDINANCE OF THE CITY OF MANVEL, TEXAS, FINDING AND DETERMINING THAT PUBLIC CONVENIENCE AND NECESSITY NO LONGER REQUIRE THE CONTINUED EXISTENCE OF CITY RIGHT-OF-WAY, GENERALLY A 40-FOOT STRIP RUNNING FROM IOWA LANE (ON THE EAST) TO THE TOPEKA & SANTA FE RAILROAD CALLED 150 FOOT STRIP (ON THE WEST), CONSISTING OF:

(1) A 0.4503 ACRE (19,615 SQ. FT.) ACRE TRACT ALONG THE SOUTHERN BORDER OF REDEEMER CHURCH MANVEL PROPERTY, LOCATED AT 18218 S.H. 6, MANVEL, TX 77578; and

(2) A 0.3829 ACRE (16,680 SQ. FT.) ACRE TRACT ALONG THE SOUTHERN BORDER OF MELDI HOSPITALITY, L.P. PROPERTY, SAID PROPERTY BEING 6.327 ACRES LOCATED AT THE SOUTHWEST CORNER OF S.H. 6 AND IOWA LANE, MANVEL, TEXAS; and

(3) A 0.8888 ACRE (38,715 SQ. FT.) ACRE TRACT ALONG AND THROUGH THE INTERIOR OF SONMAR OF ALBUQUERQUE, LLC. PROPERTY, SAID PROPERTY BEING THE REMAINDER OF A CALLED 30.244 ACRES SONMAR INN OF LAS CRUCES, L.L.C., et al. B.C.C.F. NO. 2006018645; and

VACATING, ABANDONING, AND CLOSING SAID PUBLIC RIGHT-OF-WAY; AUTHORIZING THE MAYOR TO EXECUTE AND THE CITY SECRETARY TO ATTEST, RESPECTIVELY, QUITCLAIM DEEDS CONVEYING RESPECTIVE INTERESTS IN SAID ABANDONED RIGHT-OF-WAY TO THE ABUTTING PROPERTY OWNER(S); PROVIDING FOR SEVERABILITY; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT.

* * * * *

WHEREAS, Redeemer Church Manvel, Meldi Hospitality, L.P., and Sonmar of Albuquerque, LLC., (Applicants) have petitioned the City of Manvel, Texas, to vacate, abandon, and close the hereinafter described right-of-way abutting its property; and

WHEREAS, Applicants have submitted the necessary application and information and fees to the City to review the request for abandonment, said application attached hereto as Exhibit A;

WHEREAS, said right-of-way is a generally 40-foot unimproved strip of right-of-way running from Iowa Lane (on the east) to the Topeka & Santa Fe called 150 strip (on the west), Manvel, Brazoria County, Texas, said right-of-way being found at VOL. 2, PG. 81 B.C.D.R.; and

WHEREAS, the petition includes 0.4503-acre right-of-way on Redeemer Church Manvel, property, 0.3829-acre right-of-way on, Meldi Hospitality, L.P., property and 0.8888-acre right-of-way on Sonmar of Albuquerque, LLC., property, map and description of which are attached hereto as Exhibit B; and

WHEREAS, the petition excludes a 0.4946 acre portion of the said right-of-way located on the property owned by Milestone South Six Development, LTD., and a 0.0993-acre portion of the said right-of-way located on the property owned by Sonmar of Albuquerque, LLC., both portions located at the western extent, map and description of which is attached hereto as Exhibit C; and

WHEREAS, the City Council has determined that such public right-of-way is no longer necessary for public convenience and necessity and should be vacated, abandoned, and closed, and any interest in said right of way released; now, therefore;

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MANVEL, STATE OF TEXAS:

Section 1. The facts and recitations set forth in the preamble of this Ordinance are hereby found to be true and correct.

Section 2. The City Council of the City of Manvel, Texas, hereby finds and determines that public convenience and necessity no longer require the continued existence of city right-of-way consisting of:

- (1) A 0.4503 ACRE (19,615 SQ. FT.) ACRE TRACT ALONG THE SOUTHERN BORDER OF REDEEMER CHURCH MANVEL PROPERTY, LOCATED AT 18218 S.H. 6, MANVEL, TX 77578; and

(2) A 0.3829 ACRE (16,680 SQ. FT.) ACRE TRACT ALONG THE SOUTHERN BORDER OF MELDI HOSPITALITY, L.P. PROPERTY, SAID PROPERTY BEING 6.327 ACRES LOCATED AT THE SOUTHWEST CORNER OF S.H. 6 AND IOWA LANE, MANVEL, TEXAS; and

(3) A 0.8888 ACRE (38,715 SQ. FT.) ACRE TRACT ALONG AND THROUGH THE INTERIOR OF SONMAR OF ALBUQUERQUE, LLC. PROPERTY, SAID PROPERTY BEING THE REMAINDER OF A CALLED 30.244 ACRES SONMAR INN OF LAS CRUCES, L.L.C., et al. B.C.C.F. NO. 2006018645; and

said rights-of-way being more particularly described by metes and bounds, and shown by map, as attached as Exhibit B, attached hereto and incorporated herein.

Section 3. The rights-of-way are hereby vacated, abandoned, and closed, and any public right of way interest therein is released.

Section 4. This abandonment is subject to, and contingent upon, payment of all fees and consideration (as determined by the appraisal commissioned in connection with this abandonment request, as may be modified by city council) by the Applicants, or other satisfaction of said consideration requirement as may determined by Council, as well as fulfillment of all other requirements of state law, city ordinances, and the City's abandonment policy.

Section 5. Upon satisfaction of the above, the Mayor and City Secretary are hereby authorized to execute and attest, respectively, quitclaim deeds, conveying the respective abandoned right of way interests to the abutting property owner(s), upon request.

Section 6. Repealer. All ordinances or parts of ordinances, or resolutions, official or unofficial policies, or practices inconsistent or in conflict herewith, are, to the extent of such inconsistency or conflict, hereby repealed.

Section 7. Severability. In the event any clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall

not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Manvel, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

PASSED AND APPROVED on first reading this _____ day of _____, 2025.

PASSED, APPROVED, AND ADOPTED on second and final reading this _____ day of _____, 2025.

Dan Davis, Mayor

ATTEST:

Tammy Bell, City Secretary

APPROVED AS TO FORM:

Robert Gervais, City Attorney

Exhibit A

Abandonment application and documents

Exhibit B

Metes and bounds/surveys

Maps of areas to be abandoned

(1) A 0.4503 ACRE (19,615 SQ. FT.) ACRE TRACT ALONG THE SOUTHERN BORDER OF REDEEMER CHURCH MANVEL PROPERTY, LOCATED AT 18218 S.H. 6, MANVEL, TX 77578; and

(2) A 0.3829 ACRE (16,680 SQ. FT.) ACRE TRACT ALONG THE SOUTHERN BORDER OF MELDI HOSPITALITY, L.P. PROPERTY, SAID PROPERTY BEING 6.327 ACRES LOCATED AT THE SOUTHWEST CORNER OF S.H. 6 AND IOWA LANE, MANVEL, TEXAS; and

(3) A 0.8888 ACRE (38,715 SQ. FT.) ACRE TRACT ALONG AND THROUGH THE INTERIOR OF SONMAR OF ALBUQUERQUE, LLC. PROPERTY, SAID PROPERTY BEING THE REMAINDER OF A CALLED 30.244 ACRES SONMAR INN OF LAS CRUCES, L.L.C., et al. B.C.C.F. NO. 2006018645.

Exhibit C

Metes and bounds/surveys

Maps of portion of the right-of-way not being abandoned

- (1) A 0.4946 ACRE (21,547 SQ. FT.) ACRE TRACT THROUGH THE INTERIOR OF MILESTONE SOUTH SIX DEVELOPMENT, LTD. PROPERTY, SAID PROPERTY BEING THE REMAINDER OF A CALLED 25.5279 ACRES MILESTONE SOUTH SIX DEVELOPMENT, LTD. B.C.C.F. NO. 03 061748;
- (2) A 0.0993 ACRE (4,325 SQ. FT.) ACRE TRACT ALONG AND THROUGH THE INTERIOR OF SONMAR OF ALBUQUERQUE, LLC. PROPERTY, SAID PROPERTY BEING THE REMAINDER OF A CALLED 30.244 ACRES SONMAR INN OF LAS CRUCES, L.L.C., et al. B.C.C.F. NO. 2006018645.

City of Manvel
20025 Hwy 6 * Manvel, TX 77578
Phone 281-489-0630 Fax 281-489-0634

**Application for Abandonment, Vacation, Closing and
Relocation of Streets, Alleys, Rights-of-Way and Easements**

Fees: \$1000.00 (to be paid after staff determines if the request is feasible)

Date 02/29/2024 (Hold For Surveys)

Names of property owners: (Proof of ownership must be provided)

Property Owner 1: Redeemer Church/Manvel

Address: 18218 SH 6, Manvel, TX 77578 Phone#281-692-9711

Property Owner 2: Meldi Hospitality, L.P.

Address: _____ Phone# _____

Property Owner 3: Sonmar of Albuquerque, L.L.C.

Address: 4255 Dean Martin Dr. Suite J, Las Vegas, NV 89103

Phone#702-339-9115

~~**Property Owner 4:** Milestone South Six Development, Ltd.~~

~~Address: 9800 Richmond Ave., Ste 490, Houston, TX 77042~~

~~Phone# 713-784-3790~~

The portion of the ROW on this property has been removed from the request. Property owner has submitted a letter of no objection.

Reason and intent for requested action:

Redeemer Church/Manvel, Meldi Hospitality, L.P., Sonmar of Albuquerque, L.L.C., and Milestone South Six Development, Ltd. are in agreement that there is no need to maintain a Right-of-Way easement on the southern boundary of Redeemer Church/Manvel and Meldi Hospitality L.P., the common northern boundary with Sonmar of Albuquerque, L.L.C., and the continuation of this Right-of-Way easement into and including the portion of the easement in the southern part of the described Milestone South Six Development Ltd. Property.

We agree that removing this Right-of-Way will not impede our ability to develop or access our respective properties.

We request that the City of Manvel approves our Application for Abandonment of the above-described Right of Way.

Entire limits and extent of the property to be abandoned, vacated, closed or relocated:

Southern border of Redeemer Church/Manvel property described as:
UNRESTRICTED RESERVE "A" OF REDEEMER CHURCH MANVEL, a subdivision of 9.586 acres of land in Brazoria County, Texas, according to the Final Plat thereof recorded under File No. 2022-045579, Official Records of Brazoria County, Texas.

Southern border of Meldi Hospitality, L.P. property described as:
6.327 Acres Undeveloped Land Located at SW corner of State Highway 6 and Iowa Lane in Manvel, Brazoria County, Texas and also identified as A0285 HT & BRR TRACT 203 ACRES 6.327 BRAZORIA COUNTY TEXAS.

Interior Part of Sonmar of Albuquerque, L.L.C. property described as:
40' Platted Roadway as shown in Vol 2, PG 81 BCMR affecting part of 30.244 Acres as File No. 2006018645 BCOR

~~**Southern portion of Milestone South Six Development, Ltd. property described as:**~~

~~15.304 Acres Undeveloped land located at the NW corner of Iowa Lane and Bissell Road in Manvel, Texas and also identified as A0285 HT & BRR TRACT 201-202-205-206 Brazoria Country Texas and Brazoria Country Appraisal District parcel number 0285-0026-010~~

The portion of the ROW on this property has been removed from the request. Property owner has submitted a letter of no objection.



Signature of Applicant
Redeemer Church/Manvel



Signature of Applicant
Meldi Hospitality, L.P.



Signature of Applicant
Sonmar of Albuquerque, L.L.C.



Signature of Applicant
Milestone South Six Development, Ltd.

Sonmar of Albuquerque, LLC

Acknowledgement

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that

State of Nevada

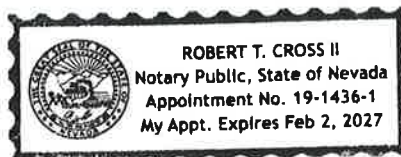
County of Clark

On February 12th, 2024, before me, Gary Tharaldson, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Nevada that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____



Milestone South Six Development, LTD

Acknowledgement

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of TEXAS

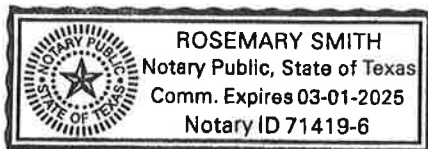
County of HARRIS

On FEBRUARY 5, 2024, before me, JACOBO MALCA, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of TEXAS that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Rosemary Smith



Procedures:

Date of Action

FEES PAID \$1000 Check Number 503

Collect the following documents

_____ A formal recent survey prepared by a registered professional land surveyor that identifies the location and physical configuration of the site. The survey shall also specify the acreage or square footage;

_____ The proper legal description of the property to be considered for abandonment, including, if appropriate, a metes and bounds description verified by a registered surveyor or by county records (that will identify the property by a legal instrument with volume, page, etc.); and

Collect administration processing fee of \$1,000.00 to cover the cost of the title report, appraisal, staff and consultant review time, and the ordinance and deed preparation legal fees;

Staff procedures:

_____ Commission a title report of the area to be abandoned.

_____ Commission an independent appraisal of the area to be abandoned.

_____ Send letters to all utility companies, drainage districts, affected city departments, and/or other interested agencies identifying the proposed action and requesting a letter of "no objection" from each of the concerned entities within thirty (30) days; and

_____ Determine if a utility easement is needed in the area considered to be abandoned and, if determined to be necessary, to have the new utility easement reserved in the deed of conveyance or obtained separately and recorded in the property deed record to be filed with the Brazoria County Clerk.

_____ Scheduled Public Hearing Date for Planning Development and Zoning

_____ Scheduled Public Hearing Date for City Council (1st reading of the ordinance)

_____ Notice to property owners will be initiated ten (10) days prior to the schedule public hearing. The city shall provide written notice of such public hearing to each owner of real property, as indicated by the most recently approved city tax roll, whose property abuts or lies within 200 feet of the subject street, alley, right-of-way or easement.

_____ Collect tender/escrow by the applicant(s) of the appraised value of the abandoned area (must be collected prior to second reading of the ordinance)

_____ Upon request by applicant, and the pre-payment of all recordation fees, a quitclaim deed will be prepared and filed in the deed records of the Brazoria County Clerk. The Mayor and City Manager are authorized to execute said quitclaim deeds.

PROPERTY OWNER: 1

DEED OF TRUST

RECORDATION REQUESTED BY:

TEXAS METHODIST FOUNDATION
11709 Boulder Lane, Suite 100
Austin, TX 78726

WHEN RECORDED MAIL TO:

TEXAS METHODIST FOUNDATION
11709 Boulder Lane, Suite 100
Austin, TX 78726

SEND TAX NOTICES TO:

TEXAS METHODIST FOUNDATION
11709 Boulder Lane, Suite 100
Austin, TX 78726

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

THIS DEED OF TRUST is dated March 31, 2023, among Redeemer Church/Manvel, whose address is 18218 Morris Ave., Hwy 6, Manvel, TX 77578 ("Grantor"); TEXAS METHODIST FOUNDATION, whose address is 11709 Boulder Lane, Suite 100, Austin, TX 78726 (referred to below sometimes as "Beneficiary"); and Paula Sini, whose address is 11709 Boulder Lane, Austin, TX 78726 (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Grantor conveys to Trustee in trust, with power of sale, for the benefit of Lender as Beneficiary, the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; and all easements, rights of way, and appurtenances; all water and water rights; and all other rights, royalties, and profits relating to the real property, including without limitation such rights as Grantor may have in all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Brazoria County, State of Texas:

See Exhibit 'A', which is attached to this Deed of Trust and made a part of this Deed of Trust as if fully set forth herein.

The Real Property or its address is commonly known as 18218 Morris Ave., Highway 6, Manvel, TX 77578.

Grantor hereby absolutely assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Grantor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Grantor's obligations under the Note, this Deed of Trust, and the Related Documents.

PURPOSE OF LOAN. The Note in the amount of \$1,718,952.06 represents, in part or in whole, cash or other financial accommodations advanced or committed by Lender to Grantor on March 31, 2023 at Grantor's request and which Grantor will use under its charter powers to discharge corporate debts. Grantor represents to Lender that its board of directors has authorized its legally elected, qualified, and acting officers to execute the Note and this Deed of Trust.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in tenable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous

RECORDED BY
AMERICAN TITLE COMPANY
GF 5019902-04841

DEED OF TRUST

RECORDATION REQUESTED BY:

TEXAS METHODIST FOUNDATION
11709 Boulder Lane, Suite 100
Austin, TX 78726

WHEN RECORDED MAIL TO:

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**THIS DOCUMENT HAS BEEN
ELECTRONICALLY RECORDED**

**RECORDED BY
AMERICAN TITLE COMPANY
GF 3019902-04841**

insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender, with losses made payable to Lender. GRANTOR MAY FURNISH THE REQUIRED INSURANCE WHETHER THROUGH EXISTING POLICIES OWNED OR CONTROLLED BY GRANTOR OR THROUGH EQUIVALENT INSURANCE FROM ANY INSURANCE COMPANY AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF TEXAS. If Grantor fails to provide any required insurance or fails to continue such insurance in force, Lender may, but shall not be required to, do so at Grantor's expense, and the cost of the insurance will be added to the Indebtedness. If any such insurance is procured by Lender, Grantor will be so notified, and Grantor will have the option of furnishing equivalent insurance through any insurer authorized to transact business in Texas. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least thirty (30) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain flood insurance, if available, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan. Flood insurance may be purchased under the National Flood Insurance Program; from private insurers providing "private flood insurance" as defined by applicable federal flood insurance statutes and regulations, or from another flood insurance provider that is both acceptable to Lender in its sole discretion and permitted by applicable federal flood insurance statutes and regulations.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property if the estimated cost of repair or replacement exceeds \$25,000. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Deed of Trust or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Deed of Trust or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures paid by Lender for such purposes will then bear interest at the Note rate from the date paid by Lender to the date of repayment by Grantor. To the extent permitted by applicable law, all such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Deed of Trust also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon the occurrence of any Event of Default.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Deed of Trust:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Grantor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Trustee or Lender under this Deed of Trust, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness shall be paid in full.

CONDEMNATION, JUDGMENTS AND AWARDS. The following provisions relating to condemnation proceedings, judgments, decrees and awards for injury to the Property are a part of this Deed of Trust:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. To the extent permitted by applicable law, all judgments, decrees and awards for injury or damage to the Property,

or any part of the Property, and awards pursuant to proceedings for condemnation of the Property, are hereby absolutely assigned to Lender, and if all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the indebtedness or the repair or restoration of the Property. The net proceeds of the award, judgment or decree shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Deed of Trust, and the Related Documents, and (2) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-In-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Grantor pays all the indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Deed of Trust, Lender shall execute and deliver to Grantor a release of this Deed of Trust lien and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. However, it is agreed that the payment of all the indebtedness and performance of such obligations shall not terminate this Deed of Trust unless the liens and interests created hereby are released by Lender by a proper recordable instrument. Any filing fees required by law shall be paid by Grantor, if permitted by applicable law.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Deed of Trust:

Payment Default. Grantor fails to make any payment when due under the indebtedness.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Deed of Trust or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

Compliance Default. Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents.

Default on Other Payments. Failure of Grantor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Deed of Trust or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Insolvency. The dissolution or termination of Grantor's existence as a going business, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any property securing the indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Breach of Other Agreement. Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the indebtedness.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the indebtedness is impaired.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Deed of Trust, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Accelerate Indebtedness. Lender may declare the unpaid principal balance of the indebtedness due and payable. In no event will Grantor be required to pay any unearned interest.

Foreclosure. If Lender invokes the power of sale, Trustee, at the request of Lender, may sell all or any portion of the Property at public auction to the highest bidder for cash at the location within the courthouse designated by the County Commissioners Court, or if no such area has been designated, at the area designated in the notice of sale within the courthouse, between the hours of 10:00 A.M. and 4:00 P.M. on the first Tuesday of any month, after the Trustee or its agent has given notice of the time and place of sale and of the property to be sold as required by the Texas Property Code, as then amended.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. As additional security for the payment of the indebtedness, Grantor hereby assigns to Lender all Rents as defined in the Definitions section of this Deed of Trust. Lender shall have the right at any time, and even though no Event of Default shall have occurred under this Deed of Trust, to collect and receive the Rents. Lender shall provide any notice required by applicable law with regard to such enforcement of its right to collect and receive the Rents. In addition, if the Property is vacant, Lender may rent or lease the Property. Lender shall not be liable for its failure to rent the Property, to collect any Rents, or to exercise diligence in any matter relating to the Rents; Lender shall be accountable only for Rents actually received. Lender neither has nor assumes any obligation as lessor or landlord with respect to any occupant of the Property. Rents so received shall be applied by Lender first to the remaining unpaid balance of the indebtedness, in such order or manner as Lender shall elect, and the residue, if any, shall be paid to the person or persons legally entitled to the residue.

Trustee's Powers. Grantor hereby jointly and severally authorizes and empowers Trustee to sell all or any portion of the Property together or in lots or parcels, as Trustee may deem expedient, and to execute and deliver to the purchaser or purchasers of such Property good and sufficient deeds of conveyance of fee simple title, or of lesser estates, and bills of sale and assignments, with covenants of general warranty made on Grantor's behalf. In no event shall Trustee be required to exhibit, present or display at any such sale any of the Property to be sold at such sale. The Trustee making such sale shall receive the proceeds of the sale and shall apply the same as provided below. Payment of the purchase price to Trustee shall satisfy the liability of the purchaser at any such sale of the Property, and such person shall not be bound to look after the application of the proceeds.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, (2) vacate the Property immediately upon the demand of Lender, or (3) if such tenants refuse to surrender possession of the Property upon demand, the purchaser shall be entitled to institute and maintain the statutory action of forcible entry and detainer and procure a writ of possession thereunder, and Grantor expressly waives all damages sustained by reason thereof.

Other Remedies. Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or available at law or in equity.

Sale of the Property. To the extent permitted by applicable law, Grantor hereby waives any and all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property. Trustee may convey all or any part of the Property to the highest bidder for cash with a general warranty binding Grantor, subject to prior liens and to other exceptions to conveyance and warranty. Grantor waives all requirements of appraisal, if any. The affidavit of any person having knowledge of the facts to the effect that proper notice as required by the Texas Property Code was given shall be prima facie evidence of the fact that such notice was in fact given. Recitals and statements of fact in any notice or in any conveyance to the purchaser or purchasers of the Property in any foreclosure sale under this Deed of Trust shall be prima facie evidence of the truth of such facts, and all prerequisites and requirements necessary to the validity of any such sale shall be presumed to have been performed. Any sale under the powers granted by this Deed of Trust shall be a perpetual bar against Grantor, Grantor's heirs, successors, assigns and legal representatives.

Proceeds. Trustee shall pay the proceeds of any sale of the Property (a) first, to the expenses of foreclosure, including reasonable fees or charges paid to the Trustee, including but not limited to fees for enforcing the lien, posting for sale, selling, or releasing the Property, (b) then to Lender the full amount of the indebtedness, (c) then to any amount required by law to be paid before payment to Grantor, and (d) the balance, if

Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Deed of Trust, including the obligation to indemnify and defend, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent. This restriction will not apply to rights and easements (such as gas and oil) not owned by Grantor and of which Grantor has informed Lender in writing prior to Grantor's signing of this Deed of Trust.

Removal of Improvements. Grantor shall not demolish or remove any improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such improvements with improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Deed of Trust.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any restructuring of the legal entity (whether by merger, division or otherwise) or any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Texas law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and Lender's reasonable attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Deed of Trust.

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Trustee and Lender being named as additional insureds in such liability

PROPERTY OWNER : 2

GENERAL WARRANTY DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

THE COUNTY OF BRAZORIA

THAT FULL BLESSING INVESTMENT, LP, a Texas Limited Partnership, hereinafter called "Grantor" (and referred to in the singular, whether one or more), for and in consideration of the sum of Ten and No/100 DOLLARS (\$10.00) cash and other good and valuable consideration in hand paid by MELDI HOSPITALITY LP, a Texas Limited Partnership, hereinafter called "Grantee" (and referred to in the singular, whether one or more), the receipt of which is hereby acknowledged; and the further consideration of the EXECUTION and DELIVERY by Grantee herein of his one certain Promissory Note of even date herewith for the principal sum of ONE MILLION FOUR HUNDRED FORTY THOUSAND AND NO/100 DOLLARS (\$1,440,000.00), bearing interest and payable as therein provided to the order of Grantor herein, and containing customary acceleration of maturity, past due interest and attorney's fees clauses; said Note being secured by a Vendor's Lien hereinafter retained upon the property hereby conveyed and being additionally secured by the Lien of a Deed of Trust of even date herewith to MALCOLM S. MORRIS, Trustee, has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto Grantee all that certain lot, tract or parcel of land together with all improvements thereon, lying and being situated in Brazoria County, Texas, described as follows, to-wit:

6.327 ACRES OF LAND, OUT OF TRACT 203 OF THE EMIGRATION LAND COMPANY SUBDIVISION OF SECTION 65, H.T.&B.R.R. COMPANY SURVEY, ABSTRACT 285, BRAZORIA COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN VOLUME 2, PAGE 81 AND 82, PLAT RECORDS, BRAZORIA COUNTY, TEXAS, AND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS ON EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE FOR ANY AND ALL PURPOSES.

This conveyance is made and accepted subject to any and all easements, rights of way, valid restrictions, mineral reservations of any kind, maintenance charges, building set back lines, and governmental regulations, if any, to the extent, but only to the extent that they are reflected by the records of the Office of the County Clerk of the above mentioned County and State.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in any wise belonging, unto Grantee, his heirs and assigns, forever; and, Grantor does hereby bind himself, his heirs, executors and administrators, to WARRANT and FOREVER DEFEND, all and singular the said premises unto Grantee, his heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

When Grantor and/or Grantee are more than one entity, the pertinent nouns, verbs and pronouns shall be construed to correspond. When Grantor and/or Grantee are a corporation, a trustee or other legal entity that is not a natural person, the pertinent words "heirs, executors and administrators" and/or "heirs and assigns" shall be construed to mean "successors and assigns," respectively. Reference to any gender shall include either gender and, in the case of a legal entity that is not a natural person, shall include the neuter gender, all as the case may be.

But it is expressly agreed and stipulated that Vendor's Lien is retained in favor of Grantor who will hold superior title in and to the above described property, premises and improvements, and the title in the Grantee will not become absolute until the above described Note, together with all renewals and extensions thereof, and all interest and other charges therein stipulated, are fully paid, according to the face and tenor, effect and reading thereof, when this Deed shall become absolute.

THE HEREIN CONVEYED PROPERTY IS CONVEYED "AS IS" AND "WITH ALL FAULTS" AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED ON THE PART OF GRANTOR, OR ARISING BY OPERATION OF LAW INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF CONDITION, HABITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

EXECUTED this 17 day of August, 2018.

FULL BLESSING INVESTMENT, LP, a Texas Limited Partnership

By: **STANFORD GLOBAL CORP., a Texas Corporation, its General Partner**

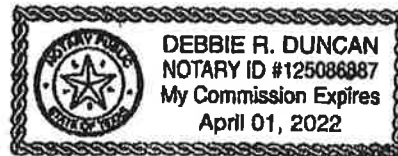
By: _____
Name: Jane Lybbee
Title: General Partner

THE STATE OF TEXAS
COUNTY OF Fort Bend

This instrument was acknowledged before me, on this 17 day of August, 2018, by Jane Lybbee as General Partner of STANFORD GLOBAL CORP., a Texas Corporation, acting in its capacity as General Partner of FULL BLESSING INVESTMENT, LP, a Texas Limited Partnership, on behalf of said limited partnership.

[Signature]
NOTARY PUBLIC, STATE OF TEXAS

GRANTEE'S MAILING ADDRESS
P.O. Box 84465
Pearland, TX 77584



BOUNDARY & TOPOGRAPHIC SURVEY
 OF
 6.8272 ACRES (275.6139 SQ. FT.) OF LAND, OUT OF
 LAND BEING PART OF TRACT 803 OF THE EMIGRATION
 COUNTY, TEXAS.



STATEMENT OF WORK
 THE SURVEYOR HAS BEEN HIRE TO CONDUCT A BOUNDARY AND TOPOGRAPHIC SURVEY OF THE ABOVE DESCRIBED TRACT OF LAND, AND TO PREPARE A SURVEY MAP THEREOF.

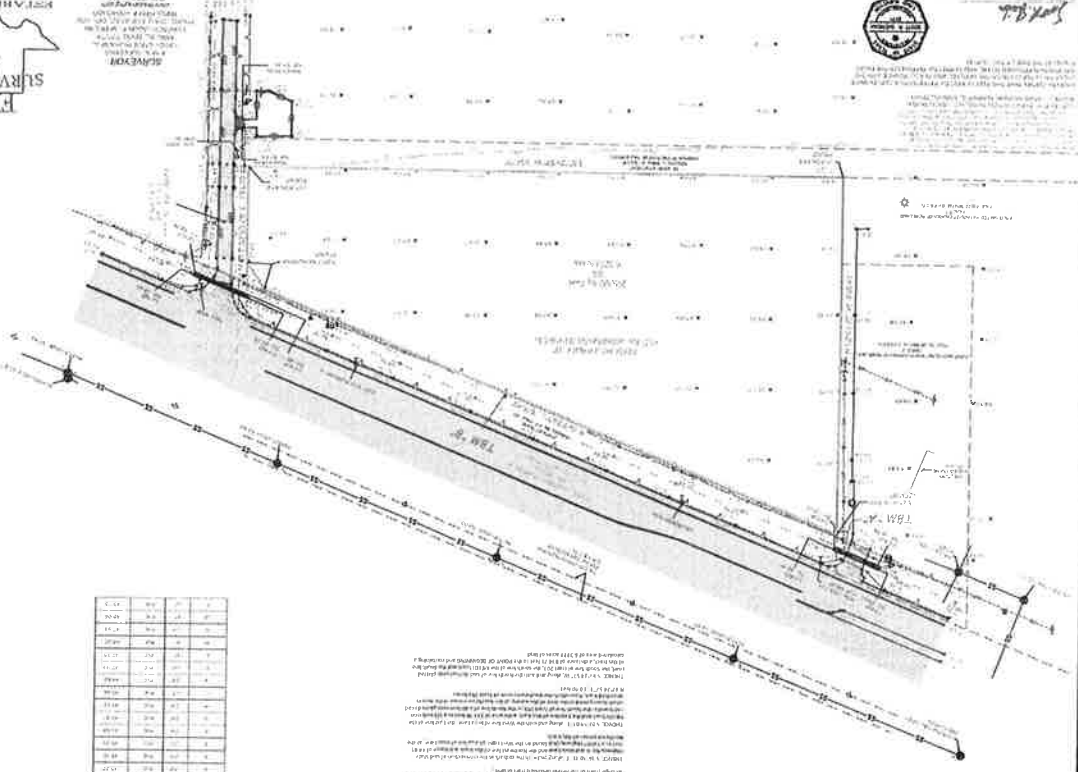


[Handwritten Signature]

THIS SURVEY MAP WAS PREPARED BY THE SURVEYOR AND IS A TRUE AND CORRECT REPRESENTATION OF THE SURVEY MADE BY HIM.

LEGEND

[Symbol]	Boundary Line
[Symbol]	Property Line
[Symbol]	Survey Line
[Symbol]	Topographic Contour
[Symbol]	Water Feature
[Symbol]	Structure
[Symbol]	Well
[Symbol]	Survey Station
[Symbol]	Corner Mark
[Symbol]	Iron Nail
[Symbol]	Iron Pipe
[Symbol]	Iron Bolt
[Symbol]	Iron Stake
[Symbol]	Iron Ring
[Symbol]	Iron Cap
[Symbol]	Iron Disk
[Symbol]	Iron Bolt
[Symbol]	Iron Stake
[Symbol]	Iron Ring
[Symbol]	Iron Cap
[Symbol]	Iron Disk
[Symbol]	Iron Bolt
[Symbol]	Iron Stake
[Symbol]	Iron Ring
[Symbol]	Iron Cap
[Symbol]	Iron Disk



MEASUREMENT DATA

LINE	BEARING	DISTANCE	AREA
1	N 89° 58' 00" W	100.00	100.00
2	S 89° 58' 00" E	100.00	100.00
3	S 00° 00' 00" E	100.00	100.00
4	N 00° 00' 00" W	100.00	100.00
5	N 89° 58' 00" W	100.00	100.00
6	S 89° 58' 00" E	100.00	100.00
7	S 00° 00' 00" E	100.00	100.00
8	N 00° 00' 00" W	100.00	100.00
9	N 89° 58' 00" W	100.00	100.00
10	S 89° 58' 00" E	100.00	100.00
11	S 00° 00' 00" E	100.00	100.00
12	N 00° 00' 00" W	100.00	100.00
13	N 89° 58' 00" W	100.00	100.00
14	S 89° 58' 00" E	100.00	100.00
15	S 00° 00' 00" E	100.00	100.00
16	N 00° 00' 00" W	100.00	100.00
17	N 89° 58' 00" W	100.00	100.00
18	S 89° 58' 00" E	100.00	100.00
19	S 00° 00' 00" E	100.00	100.00
20	N 00° 00' 00" W	100.00	100.00

NOTES AND BOUNDS DESCRIPTION

1. THIS SURVEY MAP WAS PREPARED BY THE SURVEYOR AND IS A TRUE AND CORRECT REPRESENTATION OF THE SURVEY MADE BY HIM.

2. THE SURVEYOR HAS BEEN HIRE TO CONDUCT A BOUNDARY AND TOPOGRAPHIC SURVEY OF THE ABOVE DESCRIBED TRACT OF LAND, AND TO PREPARE A SURVEY MAP THEREOF.

3. THE SURVEYOR HAS BEEN HIRE TO CONDUCT A BOUNDARY AND TOPOGRAPHIC SURVEY OF THE ABOVE DESCRIBED TRACT OF LAND, AND TO PREPARE A SURVEY MAP THEREOF.

4. THE SURVEYOR HAS BEEN HIRE TO CONDUCT A BOUNDARY AND TOPOGRAPHIC SURVEY OF THE ABOVE DESCRIBED TRACT OF LAND, AND TO PREPARE A SURVEY MAP THEREOF.

5. THE SURVEYOR HAS BEEN HIRE TO CONDUCT A BOUNDARY AND TOPOGRAPHIC SURVEY OF THE ABOVE DESCRIBED TRACT OF LAND, AND TO PREPARE A SURVEY MAP THEREOF.



PROPERTY OWNER: 3

54.839 Acres

March 24, 2006
Job No. 1727-6000

PART THREE
30.244 ACRES

All that certain tract or parcel containing 30.244 acres of land in the H.T. & B.R.R. Company Survey, Section 65, A-285, Brazoria County, Texas, being part of that certain tract called 19.1938 acres and part of that certain tract called 25.5279 acres conveyed to Milestone South Six Development, Ltd., by an instrument of record in File No. 03-061748 of the Public Records of said Brazoria County (B.C.P.R.) as well as part of that certain 40.0 foot wide platted roadway (not open) as shown on Emigration Land Company Subdivision of said Section 65 as recorded in Volume 2, Page 81 of the Map Records of said Brazoria County and being part of Lot No. 201, Lot No. 202, Lot No. 205 and Lot No. 206 of said Emigration Land Company Subdivision;

COMMENCING for reference at an old one (1) inch axle found marking the northeast corner of Lot No. 254 of said Emigration Land Company Subdivision and on the west right-of-way line of County Road No. 82 (Iowa Lane), varying width;

Thence South $02^{\circ} 37' 36''$ East, with said west right-of-way line and with the east line of said subdivision, at 1189.97 feet pass a 1/2-inch iron pipe found on a south line of a 40.0 foot wide platted roadway (not open) and the northeast corner of Lot No. 228 of said subdivision, at 2509.88 feet pass the southeast corner of Lot No. 203 of said subdivision, the southeast corner of that certain tract called 6.327 acres conveyed to William G. Neumann, Jr., by an instrument of record in File No. 97-014478 of the B.C.P.R. and on the north line of a 40.0 foot wide platted roadway (not open) and continue in all a total of 2549.88 feet to a 5/8-inch iron with a plastic cap marked "LJA ENG." previously set for the POINT OF BEGINNING of the herein described tract, same being the northeast corner of the aforesaid 25.5279 acre tract, on the south right-of-way of said 40.0 foot wide platted roadway (not open) and marking the northeast corner of Lot No. 202 of said Emigration Land Company Subdivision;

Thence South $02^{\circ} 37' 36''$ East, 725.16 feet continuing with said west right-of-way line, with the east line of said Lot No. 202 and with an east line of said 25.5279 acre tract to a 5/8-inch iron rod with a plastic cap marked "LJA ENG." previously set for corner;

Thence North 70° 28' 24" West, 3031.40 feet departing said east and west lines, crossing the north line of the aforesaid 25.5279 acre tract and the north line of aforesaid Lot No. 201 of said subdivision, same being the south line of the aforesaid 40.0 foot wide platted roadway (not open) and crossing the north line of said 40.0 foot wide platted roadway (not open), same being the south line of the aforesaid Lot No. 205 of said subdivision and the south line of the aforesaid 19.1938 acre tract to a 5/8-inch iron rod with plastic cap marked "LJA ENG." previously set for corner on the west line of said Lot No. 206 of said Emigration Land Company Subdivision, on an east line of Lot No. 207 of said subdivision and on an east line of that certain tract called "All of Lot No. 207, Lot No. 208 and Lot No. 225" conveyed to Fred McCutcheon by an instrument of record in File No. 99-030488 of the B.C.P.R.;

Thence North 03° 08' 59" West, 255.43 feet with the common line between said 19.1938 acre tract and said McCutcheon tract and with the common line between said Lot No. 206 and Lot No. 207 to a 5/8-inch iron rod previously found for corner on the east line of said Lot No. 207, same being the northwest corner of said Lot No. 206, the northwest corner of said 19.1938 acre tract and the southwest corner of Lot No. 225 of said subdivision;

Thence North 86° 46' 37" East, with the north line of said 19.1938 acre tract, the south line of said McCutcheon tract, the south line of that certain tract called 3.696 acres conveyed to Douglas B. Wilson, Trustee, by an instrument of record in File No. 02-048631 of the B.C.P.R., with the common line between Lot No. 206 and Lot No. 225 and Lot No. 205 and Lot No. 226, at 1314.41 feet pass a previously found one (1) inch iron pipe and continue in all a total of 1317.67 feet to a 5/8-inch iron rod with a plastic cap marked "LJA ENG." previously set for corner, the northeast corner of said 19.1938 acre tract and the common corner of Lot No. 204, Lot No. 205, Lot No. 226 and Lot No. 227 of said subdivision and on a west line of that certain tract called 5.021 acres conveyed to Grace United Methodist Church of Marvel and Iowa Colony, Texas by an instrument of record in File No. 2004-039311 of the B.C.P.R.;

Thence South 03° 03' 09" East, with the east line of said 19.1938 acre tract, with the west line of said 5.021 acre tract and with the common line between said Lot No. 205 and Lot No. 204, at 661.35 feet pass a 5/8-inch iron rod with a cap marked "LJA ENG." previously set

54.839 Acres

March 24, 2006
Job No. 1727-6000

marking the common south corner of said 19.1938 acre and 5.021 acre tracts and the common south corner of said Lot No. 205 and Lot No. 204 and continue in all a total of 701.35 feet to a 5/8-inch iron rod with a plastic cap marked "LJA ENG." previously set for corner on the south right-of-way line of the aforesaid 40.0 foot wide platted roadway (not open), on the north line of the aforesaid Lot No. 201 and on a north line of the aforesaid 25.5279 acre tract;

Thence North $86^{\circ} 49' 27''$ East, 1487.21 feet with said north and south lines to the POINT OF BEGINNING and containing 30.244 acres of land.

Said Part One, Part Two and Part Three contain a total of 54.839 acres of land.

This description is based on a survey made on the ground under my supervision in March, 2006.

Jesse T. Poulson
Registered Professional Land Surveyor
Texas Registration No. 1891

LJA Engineering & Surveying, Inc.

PROPERTY OWNER : 4

PART FIVE
15.304 ACRES

All that certain tract or parcel containing 15.304 acres of land in the H.T. & B.R.R. Company Survey, Section 65, A-285, Brazoria County, Texas, being part of the residue of that certain tract called 19.1938 acres and part of the residue of that certain tract called 25.5279 acres conveyed to Milestone South Six Development, Ltd., by an instrument of record in File No. 03-061748 of the Public Records of said Brazoria County (B.C.P.R.) as well as part of that certain 40.0 foot wide Platted Roadway (not open) as shown on Emigration Land Company Subdivision of said Section 65 as recorded in Volume 2, Page 81 of the Map Records of said Brazoria County and being part of Lot No. 201, Lot No. 202, Lot No. 205 and Lot No. 206 of said Emigration Land Company Subdivision;

COMMENCING for reference at an old one (1) inch axle found marking the northeast corner of Lot No. 254 of said Emigration Land Company Subdivision and on the west right-of-way line of County Road No. 82 (Iowa Lane), varying width;

Thence South $02^{\circ} 37' 36''$ East, with said west right-of-way line and with the east line of said subdivision, at 1189.97 feet pass a 1/2-inch iron pipe found on a south line of a 40.0 foot wide Platted Roadway (not open) and the northeast corner of Lot No. 228 of said subdivision, at 2509.88 feet pass the southeast corner of Lot No. 203 of said subdivision, the southeast corner of that certain tract called 6.327 acres conveyed to William G. Neumann, Jr., by an instrument of record in File No. 97-014478 of the B.C.P.R. and on the north line of a 40.0 foot wide Platted Roadway (not open), at 2549.88 feet pass a 5/8-inch iron rod with a plastic cap marked "LJA ENG." found on the south line of said 40.0 foot wide Platted Roadway (not open), same being the easterly northeast corner of that certain tract called 30.244 acres conveyed to Sonmar Of Albuquerque, L.L.C., by an instrument of record in File No. 2006018645 of the B.C.O.R. and continuing with the west right-of-way line of said County Road No. 82 (Iowa Lane) and the east line of said 30.244 acre tract in all a total of 3,275.04 feet to a 5/8-inch iron rod with a plastic cap marked "LJA ENG." found marking the southeast corner of said 30.244 acre tract and the POINT OF BEGINNING of the herein described tract;

Thence South $02^{\circ} 37' 36''$ East, 237.53 feet continuing with said west right-of-way line and with an east line of the aforesaid residue of 25.5279 acre tract to a 5/8-inch iron rod with a plastic cap marked "LJA ENG." found marking the southeast corner of said 25.5279 acre tract and on the northerly line of the Topeka & Santa Fe Railroad Company's 150.0 foot wide right-of-way;

Thence North $70^{\circ} 28' 24''$ West, with the south line of said 25.5279 acre tract and with the north line of said Topeka & Santa Fe Railroad Company's right-of-way, at 2494.26 feet pass a 5/8-inch iron rod with a plastic cap marked "LJA ENG." found on the south line of the aforesaid 40.0 foot wide Platted Roadway (not open), at 2597.90 feet pass the north line of said 40.0 foot wide Platted Roadway (not open) and an east corner of the aforesaid residue of 19.1938 acre tract and continue with the north line of said Topeka & Santa Fe Railroad Company's right-of-way and with a south line of said residue of 19.1938 acre tract and with a south line of the aforesaid Lot No. 206 in all a total of 3,029.05 feet, a 5/8-inch iron rod with a plastic cap marked "LJA ENG." found for corner, the southwest corner of said residue of 19.1938 acre tract and the southwest corner of Lot No. 206, same being the southeast corner of Lot No. 207 of said Emigration Land Company Subdivision and the southeast corner of that certain tract conveyed to Fred McCutcheon by an instrument of record in File No. 99-030488 of the B.C.P.R.;

Thence North 03° 08' 59" West, 238.43 feet with the common line between said residue of 19.1938 acre tract and said McCutcheon tract and with the common line between said Lot 206 and Lot 207 of said subdivision to a 5/8-inch iron rod with a plastic cap marked "LJA ENG." found for corner, the southwest corner of the aforesaid 30.244 acre tract and from which point a 5/8-inch iron rod found marking the common corner of Lot No. 206 and Lot No. 225 of said subdivision bears North 03° 08' 59" West, 255.43 feet;

Thence South 70° 28' 24" East, 3031.40 feet departing said common lines and with the south line of said 30.244 acre tract to the POINT OF BEGINNING and containing 15.304 acres of land.

The portion of the ROW on this property has been removed from the request. Property owner has submitted a letter of no objection.

EXHIBIT A



-Red outlined area is the general area of ROW abandonment.

NOTES:

1. ALL BEARINGS ARE LAMBERT GRID BEARINGS AND ALL COORDINATES REFER TO THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, AS DEFINED BY ARTICLE 21.071 OF THE NATURAL RESOURCES CODE OF THE STATE OF TEXAS, 1983 DATUM (2011 ADJUSTMENT) EPOCH 2010.00. ALL DISTANCES ARE ACTUAL DISTANCES. SCALE FACTOR = 0.999913671.

2. THE SURVEYOR HAS NOT ABSTRACTED THIS PROPERTY. THIS DESCRIPTION WAS PREPARED WITHOUT A TITLE COMMITMENT, THERE MAY BE OTHER MATTERS WHICH APPLY.

3. SEE SHEET 2 FOR LINE TABLE

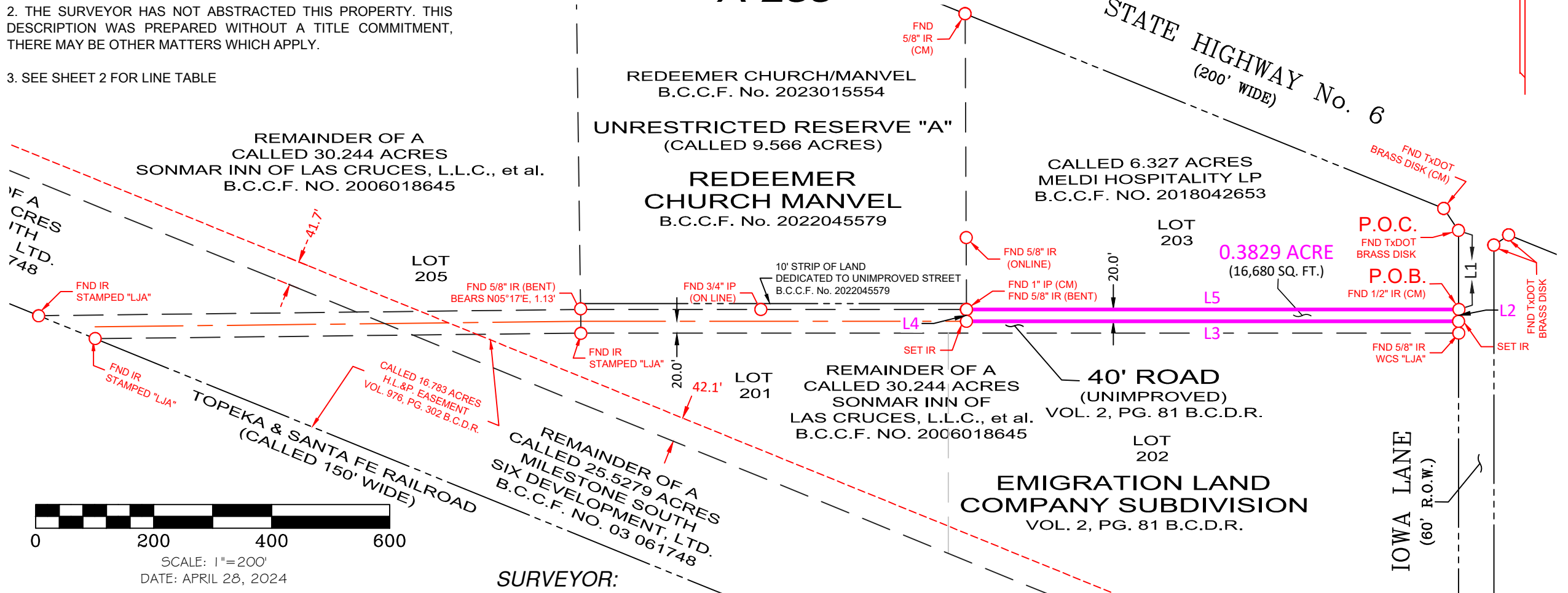
EXHIBIT "A" MELDI TRACT

H T & B R R Co. SURVEY A-285

LEGEND:

B.C.C.F.	BRAZORIA COUNTY CLERK'S FILE
B.C.D.R.	BRAZORIA COUNTY DEED RECORDS
(CM)	CONTROLLING MONUMENT
IP	IRON PIPE
IR	IRON ROD
NO.	NUMBER
PG.	PAGE
VOL.	VOLUME

N
FMS



SCALE: 1"=200'
DATE: APRIL 28, 2024

SURVEYOR:

F.M.S. SURVEYING
7523 RUSSELL STREET,
MANVEL, TEXAS 77578
PHONE: (281) 519-8530,
EMAIL: rchase@fmssurveying.com
TBPELS FIRM # 10040400
FMS JOB No. 69693
DRAFTING: LCS
www.fmssurveying.com



0.3829 ACRE (16,680 SQ. FT.)
FOR THE PURPOSES OF
RIGHT-OF-WAY ABANDONMENT
EMIGRATION LAND COMPANY SUBDIVISION
H T & B R R Co. SURVEY
ABSTRACT No. 285
BRAZORIA COUNTY, TEXAS

EXHIBIT "B"

MELDI TRACT

Line Table		
No.	Bearing	Length
L1	S02°35'06"E	133.51'
L2	S02°35'06"E	20.00'
L3	S87°24'14"W	833.97'
L4	N02°51'03"W	20.00'
L5	N87°24'14"E	834.07'

METES AND BOUNDS DESCRIPTION
0.3829 ACRE (16,680 SQUARE FEET)
H. T. & B. R. COMPANY SURVEY, A-285
BRAZORIA COUNTY, TEXAS

Being all of that certain tract or parcel containing 0.3829 acre (16,680 square feet) of land situated in the H. T. & B. R. Company Survey, A-2858, Brazoria County, Texas, being out of and a portion of a called 40 feet wide Road as recorded in Volume (Vol.) 2, Page (Pg.) 81 Brazoria County Clerk's Deed Records (B.C.D.R.), said 0.3829 acre tract being more particularly described as follows (bearing referenced hereon are based on the Texas Coordinate System of 1983, South Central Zone No. 4204):

COMMENCING for reference at a found Texas Department of Transportation (TxDot) Monument with Brass Disk at the southerly end of a Right-of-Way (R.O.W.) cut-back line at the intersection of the south R.O.W. line of State Highway Number (No.) 6 (Called 200 feet wide), with the west R.O.W. line of Iowa Lane (Called 60 feet wide), same being the most easterly northeast corner of a called 6.327 acre tract of land conveyed by deed recorded under Brazoria County Clerk's File Number 2018042653;

THENCE, South 02°35'06" East, along said west R.O.W. line and along the east line of said called 6.327 acre tract, a distance of 133.51 feet to a found 1/2-inch rod marking the southeast corner of said called 6.327 acre tract, same marking the **POINT OF BEGINNING** and northeast corner of the herein described tract;

THENCE, South 02°35'06" East, a distance of 20.00 feet to a 5/8-inch iron rod with cap stamped "FMS Surveying" set at the intersection of the centerline of said 40 feet wide Road with the west R.O.W. line of said Iowa Lane and marking the southeast corner of the herein described tract;

THENCE, South 87°24'14" West, departing said west R.O.W. line and along the centerline of said 40 feet wide Road, a distance of 833.97 feet to a 5/8-inch iron rod with cap stamped "FMS Surveying" set marking the southwest corner of the herein described tract;

THENCE, North 02°51'03" West, a distance of 20.00 feet to a found 1-inch iron pipe in the north line of said 40 feet wide Road, marking the southwest corner of the aforesaid called 6.327 acre tract and marking the northwest corner of the herein described tract;

THENCE, North 87°25'14" West, along the north line of said 40 feet wide Road, a distance of 834.07 feet to the **POINT OF BEGINNING** and containing 0.3829 Acre (16,680 square feet) of land.



5/1/24

SCOTT R. SHERIDAN
REGISTERED PROFESSIONAL SURVEYOR No. 6171

NOTES:

1. ALL BEARINGS ARE LAMBERT GRID BEARINGS AND ALL COORDINATES REFER TO THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, AS DEFINED BY ARTICLE 21.071 OF THE NATURAL RESOURCES CODE OF THE STATE OF TEXAS, 1983 DATUM (2011 ADJUSTMENT) EPOCH 2010.00. ALL DISTANCES ARE ACTUAL DISTANCES. SCALE FACTOR = 0.999913671.

2. THE SURVEYOR HAS NOT ABSTRACTED THIS PROPERTY. THIS DESCRIPTION WAS PREPARED WITHOUT A TITLE COMMITMENT, THERE MAY BE OTHER MATTERS WHICH APPLY.

3. SEE SHEET 2 FOR LINE TABLE

EXHIBIT "A"

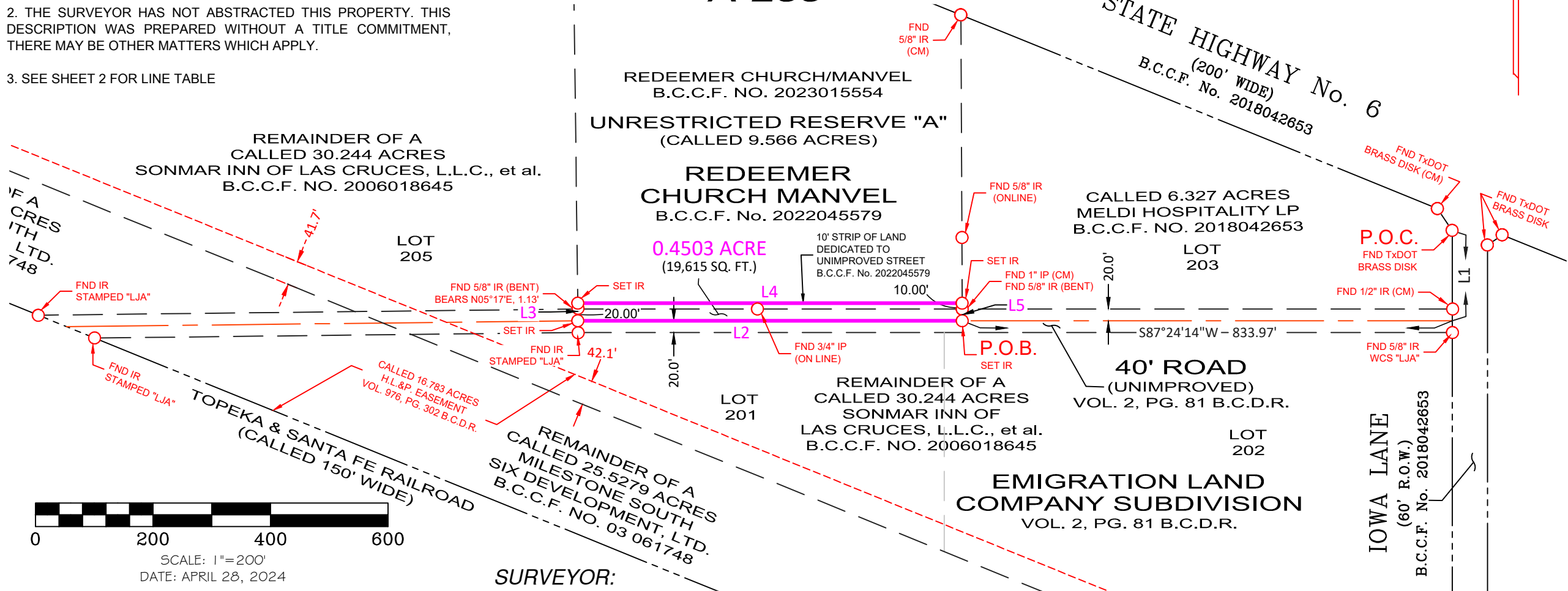
REDEEMER TRACT

H T & B R R Co. SURVEY

A-285

LEGEND:

B.C.C.F.	BRAZORIA COUNTY CLERK'S FILE
B.C.D.R.	BRAZORIA COUNTY DEED RECORDS
(CM)	CONTROLLING MONUMENT
IP	IRON PIPE
IR	IRON ROD
NO.	NUMBER
PG.	PAGE
VOL.	VOLUME



SCALE: 1"=200'
DATE: APRIL 28, 2024

SURVEYOR:

F.M.S. SURVEYING
7523 RUSSELL STREET,
MANVEL, TEXAS 77578
PHONE: (281) 519-8530,
EMAIL: rchase@fmssurveying.com
TBPELS FIRM # 10040400
FMS JOB No. 69693
DRAFTING: LCS
www.fmssurveying.com



**0.4503 ACRE (19,615 SQ. FT.)
FOR THE PURPOSES OF
RIGHT-OF-WAY ABANDONMENT
REDEEMER CHURCH MANVEL
EMIGRATION LAND COMPANY SUBDIVISION
H T & B R R Co. SURVEY
ABSTRACT No. 285
BRAZORIA COUNTY, TEXAS**

EXHIBIT "B"

REDEEMER TRACT

Line Table		
No.	Bearing	Length
L1	S02°35'06"E	153.51'
L2	S87°24'14"W	653.69'
L3	N03°21'38"W	30.00'
L4	N87°24'14"E	653.96'
L5	S02°51'03"E	30.00'

METES AND BOUNDS DESCRIPTION
0.4503 ACRE (19,615 SQUARE FEET)
H. T. & B. R. R. COMPANY SURVEY, A-285
BRAZORIA COUNTY, TEXAS

Being all of that certain tract or parcel containing 0.4503 acre (19,615 square feet) of land situated in the H. T. & B. R. R. Company Survey, A-285, Brazoria County, Texas, being out of and a portion of a called 40 feet wide Road as recorded in Volume (Vol.) 2, Page (Pg.) 81 Brazoria County Clerk's Deed Records (B.C.D.R.), said 0.4503 acre tract being more particularly described as follows (bearing referenced hereon are based on the Texas Coordinate System of 1983, South Central Zone No. 4204):

COMMENCING for reference at a found Texas Department of Transportation (TxDot) Monument with Brass Disk at the southerly end of a Right-of-Way (R.O.W.) cut-back line at the intersection of the south R.O.W. line of State Highway Number (No.) 6 (Called 200 feet wide), with the west R.O.W. line of Iowa Lane (Called 60 feet wide), same being the most easterly northeast corner of a called 6.327 acre tract of land conveyed by deed recorded under Brazoria County Clerk's File Number (B.C.C.F. No.) 2018042653;

THENCE, South 02°35'06" East, along said west R.O.W. line, a distance of 153.51 feet to a 5/8-inch iron rod with cap stamped "FMS Surveying" set at the intersection of the centerline of said 40 feet wide Road with said west R.O.W. line of said Iowa Lane;

THENCE, South 87°24'14" West, departing said west R.O.W. line and along the centerline of said 40 feet wide Road, a distance of 833.97 feet to a 5/8-inch iron rod with cap stamped "FMS Surveying" set marking the **POINT OF BEGINNING** and southeast corner of the herein described tract;

THENCE, South 87°24'14" West, continuing along said centerline, a distance of 653.69 feet to a 5/8-inch iron rod with cap stamped "FMS Surveying" set marking the southwest corner of the herein described tract;

THENCE, North 03°21'38" West, a distance of 30.00 feet to a 5/8-inch iron rod with cap stamped "FMS Surveying" set marking the northwest corner of a 10 feet wide strip of land dedicated to unimproved street as recorded on Redeemer Church Manvel, a subdivision plat of record under B.C.C.F. No. 2022045579, same being the southwest corner of Unrestricted Reserve "A" of said Redeemer Church Manvel and marking the northwest corner of the herein described tract;

THENCE, North 87°24'14" East, along the north line of said 40 feet wide Road, a distance of 653.96 feet to a 5/8-inch iron rod with cap stamped "FMS Surveying" set marking the southeast corner of said Unrestricted Reserve "A", the northeast corner of said 10 feet wide strip and of the herein described tract;

THENCE, South 02°51'03" East, a distance of 30.00 feet to the **POINT OF BEGINNING** and containing 0.4503 Acre (19,615 square feet) of land.



5/1/24

SCOTT R. SHERIDAN
 REGISTERED PROFESSIONAL SURVEYOR No. 6171

NOTES:

1. ALL BEARINGS ARE LAMBERT GRID BEARINGS AND ALL COORDINATES REFER TO THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, AS DEFINED BY ARTICLE 21.071 OF THE NATURAL RESOURCES CODE OF THE STATE OF TEXAS, 1983 DATUM (2011 ADJUSTMENT) EPOCH 2010.00. ALL DISTANCES ARE ACTUAL DISTANCES. SCALE FACTOR = 0.999866307.

2. THE SURVEYOR HAS NOT ABSTRACTED THIS PROPERTY. THIS DESCRIPTION WAS PREPARED WITHOUT A TITLE COMMITMENT, THERE MAY BE OTHER MATTERS WHICH APPLY.

3. SEE SHEET 2 FOR LINE TABLE

EXHIBIT "A"

SONMAR TRACT

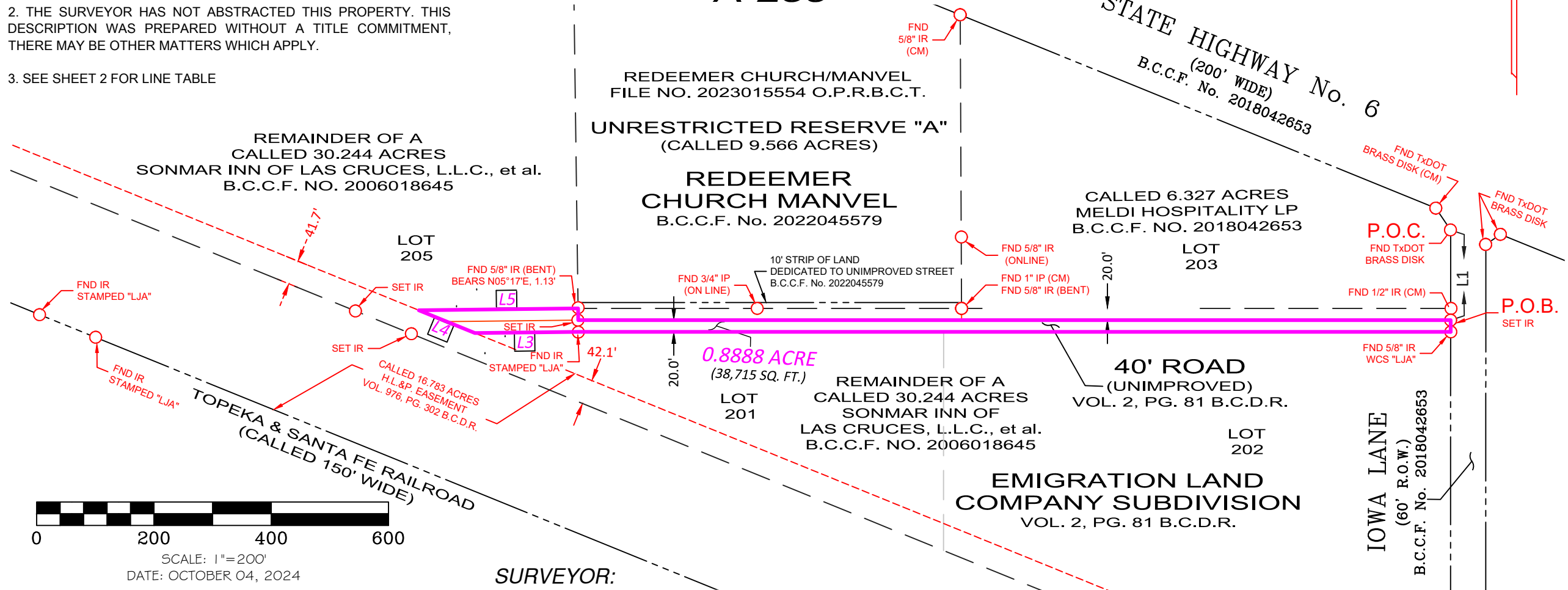
H T & B R R Co. SURVEY

A-285

LEGEND:

B.C.C.F.	BRAZORIA COUNTY CLERK'S FILE
B.C.D.R.	BRAZORIA COUNTY DEED RECORDS
(CM)	CONTROLLING MONUMENT
IP	IRON PIPE
IR	IRON ROD
NO.	NUMBER
PG.	PAGE
VOL.	VOLUME

N
FMS



SCALE: 1"=200'
DATE: OCTOBER 04, 2024

SURVEYOR:

F.M.S. SURVEYING
7523 RUSSELL STREET,
MANVEL, TEXAS 77578
PHONE: (281) 519-8530,
EMAIL: rchase@fmssurveying.com
TBPELS FIRM # 10040400
FMS JOB No. 69693
DRAFTING: LCS
www.fmssurveying.com



0.8888 ACRE (38,715 SQ. FT.)
FOR THE PURPOSES OF
RIGHT-OF-WAY ABANDONMENT
EMIGRATION LAND COMPANY SUBDIVISION
H T & B R R Co. SURVEY
ABSTRACT No. 285
BRAZORIA COUNTY, TEXAS

EXHIBIT "B"

SONMAR TRACT

Line Table		
No.	Bearing	Length
L1	S02°35'06"E	153.51'
L2	S02°35'06"E	20.00'
L3	S86°44'36"W	176.49'
L4	N70°28'58"W	103.34'
L5	N86°44'36"E	271.70'
L6	S03°21'38"E	20.00'

METES AND BOUNDS DESCRIPTION
0.9881 ACRE (43,040 SQUARE FEET)
H. T. & B. R. R. COMPANY SURVEY, A-285
BRAZORIA COUNTY, TEXAS

Being all of that certain tract or parcel containing 0.8888 acre (38,715 square feet) of land situated in the H. T. & B. R. R. Company Survey, A-285, Brazoria County, Texas, being out of and a portion of a called 40 feet wide Road as recorded in Volume (Vol.) 2, Page (Pg.) 81 Brazoria County Clerk's Deed Records (B.C.D.R.), said 0.8888 acre tract being more particularly described as follows (bearing referenced hereon are based on the Texas Coordinate System of 1983, South Central Zone No. 4204):

COMMENCING for reference at a found Texas Department of Transportation (TxDot) Monument with Brass Disk at the southerly end of a Right-of-Way (R.O.W.) cut-back line at the intersection of the south R.O.W. line of State Highway Number (No.) 6 (Called 200 feet wide), with the west R.O.W. line of Iowa Lane (Called 60 feet wide), same being the most easterly northeast corner of a called 6.327 acre tract of land conveyed by deed recorded under Brazoria County Clerk's File Number (B.C.C.F. No.) 2018042653;

THENCE, South 02°35'06" East, along said west R.O.W. line, a distance of 153.51 feet to a 5/8-inch iron rod with cap stamped "FMS Surveying" set at the intersection of the centerline of said 40 feet wide Road with said west R.O.W. line of said Iowa Lane, same marking the **POINT OF BEGINNING** and the most easterly northeast corner of the herein described tract;

THENCE, South 02°35'06" East, 20.00 feet to a found 1/2-inch iron rod making the northeast corner of Lot 202 of Emigration Land Company Subdivision, a subdivision plat of record in said Volume 2, Page 81 B.C.D.R.;

THENCE, South 87°24'14" West, departing said west R.O.W. line, along the common line of said 40 feet wide Road, the north line of the remainder of a called 30.244 acre tract of land conveyed by deed to Sonmar Inn of Las Cruces, L.L.C., et al. recorded under B.C.C.F. No. 2006018645, a distance of 1,487.39 feet to a found iron rod with cap stamped "LIA" making an angle point in said south R.O.W. line;

THENCE, South 86°44'36" West, continuing along said common lines, a distance of 176.49 feet to a Point For Corner on the northeast line of a H.L.&P. Easement, called 16.783 acre tract conveyed by deed to H.L.&P., as recorded under Volume 976, Page 302 Deed Records of Brazoria County, same marking a westerly corner of the remainder of said called 30.244 acre tract and southwest corner of the herein described tract;

THENCE, North 70°28'58" West, along and with the north line of the HL&P Easement, a distance of 103.34 feet to a 5/8-inch iron rod with cap stamped "FMS Surveying" set marking the Northwest corner of said 30.244-acre remainder Sonmar tract and marking the Northwest corner of the herein described tract;

THENCE, North 86°44'36" East, departing the north line of the HL&P Easement, along the north line of said 40 feet wide Road, a distance of 271.70 feet to an angle point, same being the southwest corner of Redeemer Church Manvel, a subdivision plat of record under B.C.C.F. No. 2022045579 and marking the Southeast corner of said Sonmar 30.244 acre tract and marking the most northerly northeast corner of the herein described tract, from which a found 5/8-inch iron rod (Bent) bears North 05°17' East, 1.13 feet;

THENCE, South 03°21'38" East, a distance of 20.00 feet to a 5/8-inch iron rod with cap stamped "FMS Surveying" set in the centerline of said 40 feet wide Road and marking an interior corner of the herein described tract;

THENCE, North 87°24'14" East, a distance of 1,487.66 feet to the **POINT OF BEGINNING** and containing 0.8888 Acre (38,715 square feet) of land.

SURVEYOR:
 F.M.S. SURVEYING
 7523 RUSSELL STREET,
 MANVEL, TEXAS 77578
 PHONE: (281) 519-8530,
 EMAIL: rchase@fmssurveying.com
 TBPELS FIRM # 10040400
 FMS JOB No. 69693
 DRAFTING: LCS
 www.fmssurveying.com



Scott R. Sheridan

SCOTT R. SHERIDAN
 REGISTERED PROFESSIONAL SURVEYOR No. 6171



OCTOBER 04, 2024

NOTES:

1. ALL BEARINGS ARE LAMBERT GRID BEARINGS AND ALL COORDINATES REFER TO THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, AS DEFINED BY ARTICLE 21.071 OF THE NATURAL RESOURCES CODE OF THE STATE OF TEXAS, 1983 DATUM (2011 ADJUSTMENT) EPOCH 2010.00. ALL DISTANCES ARE ACTUAL DISTANCES. SCALE FACTOR = 0.999913671.
2. THE SURVEYOR HAS NOT ABSTRACTED THIS PROPERTY. THIS DESCRIPTION WAS PREPARED WITHOUT A TITLE COMMITMENT, THERE MAY BE OTHER MATTERS WHICH APPLY.
3. SEE SHEET 2 FOR LINE TABLE

EXHIBIT "A"

MILESTONE TRACT

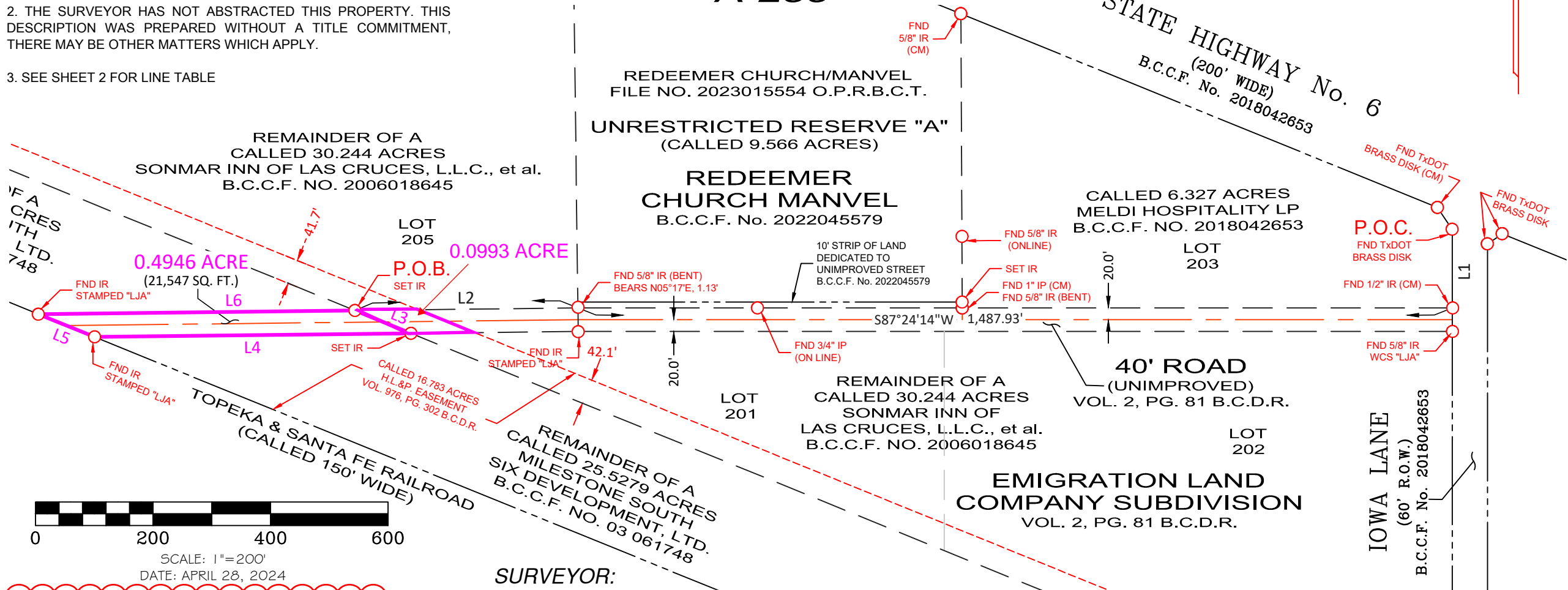
H T & B R R Co. SURVEY

A-285

LEGEND:

B.C.C.F.	BRAZORIA COUNTY CLERK'S FILE
B.C.D.R.	BRAZORIA COUNTY DEED RECORDS
(CM)	CONTROLLING MONUMENT
IP	IRON PIPE
IR	IRON ROD
NO.	NUMBER
PG.	PAGE
VOL.	VOLUME

N
FMS



SCALE: 1"=200'
DATE: APRIL 28, 2024

THIS PORTION OF THE ROW IS REMOVED FROM THE ROW ABANDONMENT REQUEST.

SURVEYOR:
 F.M.S. SURVEYING
 7523 RUSSELL STREET,
 MANVEL, TEXAS 77578
 PHONE: (281) 519-8530,
 EMAIL: rchase@fmssurveying.com
 TBPELS FIRM # 10040400
 FMS JOB No. 69693
 DRAFTING: LCS
 www.fmssurveying.com



**0.4946 ACRE (21,547 SQ. FT.)
 FOR THE PURPOSES OF
 RIGHT-OF-WAY ABANDONMENT
 EMIGRATION LAND COMPANY SUBDIVISION
 H T & B R R Co. SURVEY
 ABSTRACT No. 285
 BRAZORIA COUNTY, TEXAS**

EXHIBIT "B"

MILESTONE TRACT

Line Table		
No.	Bearing	Length
L1	S02°35'06"E	133.51'
L2	S86°44'36"W	379.70'
L3	S70°25'54"E	103.11'
L4	S86°44'36"W	538.43'
L5	N70°32'09"W	103.56'
L6	N86°44'36"E	538.92'

THIS PORTION OF
THE ROW IS
REMOVED FROM THE
ROW ABANDONMENT
REQUEST.

METES AND BOUNDS DESCRIPTION
0.4946 ACRE (21,547 SQUARE FEET)
H. T. & B. R. R. COMPANY SURVEY, A-285
BRAZORIA COUNTY, TEXAS

Being all of that certain tract or parcel containing 0.4946 acre (21,547 square feet) of land situated in the H. T. & B. R. R. Company Survey, A-2858 , Brazoria County, Texas, being out of and a portion of a called 40 feet wide Road as recorded in Volume (Vol.) 2, Page (Pg.) 81 Brazoria County Clerk's Deed Records (B.C.D.R.), said 0.4946 acre tract being more particularly described as follows (bearing referenced hereon are based on the Texas Coordinate System of 1983, South Central Zone No. 4204):

COMMENCING for reference at a found Texas Department of Transportation (TxDot) Monument with Brass Disk at the southerly end of a Right-of-Way (R.O.W.) cut-back line at the intersection of the south R.O.W. line of State Highway Number (No.) 6 (Called 200 feet wide), with the west R.O.W. line of Iowa Lane (Called 60 feet wide), same being the most easterly northeast corner of a called 6.327 acre tract of land conveyed by deed recorded under Brazoria County Clerk's File Number (B.C.C.F. No.) 2018042653;

THENCE, South 02°35'06" East, along said west R.O.W. line and along the east line of said called 6.327 acre tract, a distance of 133.51 feet to a found 1/2-inch rod marking the southeast corner of said called 6.327 acre tract;

THENCE, South 87°24'14" West, departing said west R.O.W. line and along the north line of said 40 feet wide Road, a distance of 1,487.93 feet to a point for the southwest corner of Redeemer Church Manvel, a subdivision plat of record under B.C.C.F. No. 2022045579, same being a corner of the remainder of a called 30.244 acre tract of land conveyed by deed to Sonmar Inn of Las Cruces, L.L.C., et al. as recorded under B.C.C.F. No. 2006018645, from which a found 5/8-inch iron rod bears North 05°17' East, 1.13 feet;

THENCE, South 86°44'36" West, a distance of 379.70 feet to a 5/8-inch iron rod with cap stamped "FMS Surveying" set marking the southeast corner of the remainder of a called 19.1938 acre tract conveyed by deed to Milestone South Six Development Company, Ltd. as recorded under B.C.C.F. No. 03 061748, same marking the **POINT OF BEGINNING** and northeast corner of the herein described tract;

THENCE, South 70°25'54" East, over and across said 40 feet wide Road, a distance of 103.11 feet to a 5/8-inch iron rod with cap stamped "FMS Surveying" set marking the northeast corner of the remainder of a called 25.5279 acre tract conveyed by deed to Milestone South Six Development Company, Ltd. as recorded under B.C.C.F. No. 03 061748 and marking the southeast corner of the herein described tract;

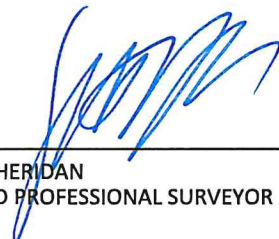
THENCE, South 86°44'36" West, a distance of 538.43 feet to a found iron rod with cap stamped "LJA" in the northeasterly R.O.W. line of Topeka & Santa Fe Railroad (Called 150' wide), same marking the northwest corner of the remainder of said called 25.5279 acre tract and the southwest corner of the herein described tract;

THENCE, North 70°32'09" West, along said northeasterly R.O.W. line, a distance of 103.56 feet to a found iron rod with cap stamped "LJA" in said northeasterly R.O.W. line and marking the southeast corner of the remainder of said called 19.1938 acre tract and the northwest corner of the herein described tract;

THENCE, North 86°44'36" East, along the north line of said 40 feet wide Road, a distance of 538.92 feet to the **POINT OF BEGINNING** and containing 0.4946 Acre (21,547 square feet) of land.



5/1/24



SCOTT R. SHERIDAN
REGISTERED PROFESSIONAL SURVEYOR No. 6171



DEVELOPMENT AGREEMENT (FOR VARIANCE)

STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

This Development Agreement executed as of the 3 day of February 2020, is by and between the City of Manvel, Texas, (“City”) and First United Methodist Church of Pearland, property owner of certain hereinafter described property located within the City, (together known as “Developer”), all collectively referred to as the “Parties.” This Agreement is in regard to the expansion of an existing church on 9.55 acres of land located at 18218 Morris Avenue.

WHEREAS, Developer wishes to expand an existing church on 9.55 acres of land located within the City limits of the City of Manvel, said tract being located at 18218 Morris Avenue; and,

WHEREAS, construction of an expansion to the existing church will require approval of a plat and compliance with the City’s subdivision ordinance; and

WHEREAS, Section 62-111 of the City Code requires all streets be constructed in accordance with the city’s design criteria and the developer is responsible for construction of necessary improvements on all perimeter streets in order to bring the pavement and curbing to minor street standards for the one-half of the street abutting the development; and

WHEREAS, pursuant to Section 62-5 of The City Code, the Developer has applied for a variance to defer this abutting perimeter road construction requirement, said application is attached as Exhibit “A”;

NOW THEREFORE, for and in consideration of the premises and mutual obligations, covenants, and benefits hereinafter set forth, if said variance is granted by the City Council, the Parties agree to the conditions, as follows:

1. PROJECT

1.01 Location. The property that is the subject of this agreement is all the property legally described as: being a 5.022 acre parcel of land situated in the H.T. 7 B.R.R. Survey, Abstract 285, Brazoria County, Texas, and being out of Lots 204 and 227 of the Emigration Land Company Subdivision as recorded in Volume 2, Pages 81-82 of the Map Records of Brazoria County, and being the same property as described in deed recorded in Brazoria County Clerk’s File 2016007845, and being a 4.533 acre parcel of land situated in the H.T. & B.R.R. Survey, Abstract 285, Brazoria County, Texas, and being out of Lots 204 and 227 of the Emigration Land Company Subdivision as recorded in Volume 2, Pages 81-82 of the Map Records of Brazoria County, and consisting of a called 2.00 acres and a called 3.024 acres, and being the same property as described in deed recorded in Brazoria County Clerk’s File 2015058160 (the “Property”). The Property is more fully described and depicted in the survey attached as Exhibit “B”, attached hereto.

RECORDER’S MEMORANDUM:

At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon, or photo-copy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

1.02 Project Description. This Agreement is in regard to the construction of an expansion to an existing church on the Property, owned by Developer.

1.03 The Property has never been platted. To construct an expansion to the existing church on the Property will require compliance with the City's subdivision ordinance. Section 62-111 of the City's subdivision ordinance requires one-half of abutting perimeter streets be constructed in accordance with the City's design criteria for asphalt roads. The Developer has applied to vary this requirement for their property.

2. CITY APPROVAL

2.01 Approval of variance. Pursuant to its authority under Section 62-5 of The City Code, the City agrees to allow the Developer to vary the requirements of Section 62-111 of the City's subdivision ordinance, with conditions.

2.02 Conditions. The required conditions are as follows:

(i) Developer shall satisfy the requirement to construct one half of perimeter roadway for the unnamed, unimproved right-of-way by escrowing funds to the city in the amount of construction, based upon the cost of construction estimated by the city engineer at the time of tender of the escrow funds. The escrow funds shall be due to the city at the earlier of:

- (a) the fifth anniversary of the date of issuance of the certificate of occupancy for the first church building of the expansion. Interest shall accumulate at the rate of 5.00 percent per year, beginning from the \$112,000.00 construction cost at the time of the approval of this variance, up to the maximum total cost of \$142,943.54 after five years;
- (b) upon further subdivision of the Property by Developer or any successor in interest, (if no escrow has been tendered then one-half of the road will be constructed to City standards as per Subdivision Ordinance);
- (c) within 90 days of the City giving notice that it will construct the roadway; and
- (d) upon the occurrence of the abutting property owners (along the 60-foot right-of-way) developing or redeveloping the abutting property. Upon such occurrence, Developer or any successor in interest may either escrow funds or join in construction of the roadway with the abutting property owners; and

(ii) City shall record this agreement with the Brazoria County Clerk and evidence the agreement on a "plat note" on the plat of said Property. Developer shall be responsible for the cost of recordation.

3. DEVELOPER COVENANTS

3.01 The Developer agrees to following:

(i) Other than permits for the construction of an expansion to the existing church, Developer agrees that the City shall not issue any other construction permit or approve any further plat/re-plat of the Property until the Developer complies with 2.02 of this Agreement;

(ii) Developer agrees to begin construction of the church expansion, and diligently pursue to completion, within one-year of City Council approval; and

(iii) Developer agrees to pay the cost of recordation of this Agreement within thirty (30) days of invoice by the City.

3.02 Developer acknowledges that the City's covenants are contingent upon the Developer constructing the addition to the existing day care facility. Failure of the Developer to begin to construct the day care facility addition, and diligently pursue completion, within two-years of City Council approval shall constitute failure of this condition and the agreement shall automatically be null and void.

4. MISCELLANEOUS

4.01 Assignment. This Agreement evidencing said variance, with conditions, shall run with the land and shall bind and benefit the respective Parties and their legal successors in interest.

4.02 Amendment or Modification. Except as otherwise provided in this Agreement, this Agreement shall be subject to change, amendment, or modification only in writing, and by the signatures and mutual consent of the Parties.

4.03. Parties in Interest. This Agreement shall be for the sole and exclusive benefit of the Parties hereto and shall not be construed to confer any rights upon any third party. Developer shall not be a third-party beneficiary to any contract the City has with any other party for the engineering, design, or construction of said improvements.

4.04. Remedies Not Exclusive. The rights and remedies contained in this Agreement shall not be exclusive, but shall be cumulative of all rights and remedies now or hereinafter existing, by law or in equity.

4.05. Waiver. The failure of any party to insist in any one or more instances on the performance of any of the terms, covenants, or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, or condition, or right with respect to further performance.

4.06. Entire Agreement. This Agreement constitutes the entire agreement between the Parties related to the subject matter of this Agreement and supersedes any and all prior agreements, whether oral or written, dealing with the subject matter of this Agreement.

4.07. Venue. This Agreement shall be performable and enforceable in Brazoria County, Texas, and shall be construed in accordance with the laws of the State of Texas.

4.08. Severability. If any term or provision of this Agreement is held to be invalid, void, or unenforceable by a court of competent jurisdiction, the remainder of the terms and provisions of this Agreement shall remain in full force and effect and shall not in any way be invalidated, impaired, or affected.

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

Executed on this the 3 day of February, 2020



CITY OF MANVEL:

Debra Davison
Debra Davison, Mayor

ATTEST:

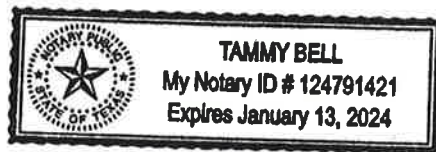
Tammy Bell
Tammy Bell, City Secretary

THE STATE OF TEXAS §

COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the 3 day of February, 2020 by DEBRA DAVISON, as Mayor of the City of Manvel, Texas, on behalf of said City of Manvel.

Tammy Bell
Notary, State of Texas



First United Methodist Church of Pearland:

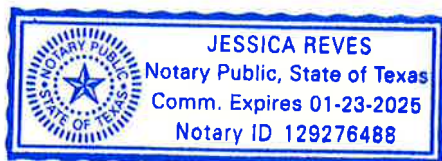
By: 
Name: Reginald Clemons, Executive Pastor

THE STATE OF TEXAS §

COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the 5 day of February,
2021, by Reginald Clemons, as property owner.

(NOTARY SEAL)




Notary, State of Texas

Exhibit A

20-0012

CITY OF MANVEL

http://www.cityofmanvel.com

PO Box 187
Manvel, Texas 77578

Phone: (281) 489-0630
Fax: (281) 489-0634

Subdivision Variance Application

Applicant Information

Applicant (if not owner) Pete Ed Garrett, AIA - Studio Red Architects (on behalf of FUMC Pearland)

Phone: 713-622-5333 e-mail: garrett@studioreredarchitects.com

Owner: First United Methodist Church Pearland - Reginald Clemons, Executive Pastor

Owner Address 2314 N. Grand Blvd. City Pearland State TX Zip 77581

Phone: 281-485-1486 e-mail: rclemons@fumcpearland.org

Property Information

Site Address 18218 Morris Avenue, Manvel, TX 77576

Legal description (from deed) Refer to attached legal description
(Property must be legally subdivided or be lot of record)

Brazoria County Identification Number: 167411 & 167412

Description of Subdivision Variance Request

Make escrow payments for construction of 1/2 road at south side of property in lieu of providing construction details
of building the road; and defer escrow payments until the properties east & south of church property are developed.

Detailed Explanation of Subdivision Variance Request

Please answer, on a separate sheet of paper if necessary, the following questions:

o What are the special circumstances or conditions affecting the land involved such that the strict application of the provisions of the subdivision code would require a variance to the city's subdivision ordinance?

The planned road on the south side of church property extends from Iowa Lane to Brazoria Drainage District 4 drainage ditch, where it dead ends. Property to the south of the planned road, also extending from Iowa Lane to the drainage ditch, is owned by a single entity with access to their property from Iowa Lane. The planned dead end road is not necessary.

Exhibit A

c. How is the variance necessary for the preservation and enjoyment of a substantial property right of the applicant?

Funds that the church has for development of the project are intended to be used for building worship and education spaces to support their ministries. Taking out funds for road construction will significantly reduce the money left for the new ministry building & site, which could stop the project.

c. Describe how the granting of the variance will not be detrimental to the public health, safety or welfare, or injurious to other property in the area.

The requested variance relates to payment of escrow money to build a dead-end road that would serve three property owners, with two having access from Highway 6. There would be no impact to public health, safety or welfare and no injury would be done to other properties if escrow payments for road construction were deferred until those properties are developed.

c. Describe how the granting of the variance will not have the effect of preventing the orderly subdivision of other land in the area in accordance with the provisions of the subdivision ordinance.

The planned road dead ends at the drainage ditch. It would only serve three property owners and two of the properties have access from Highway 6. There would be no impact to the possible orderly subdivision of other land in the area if escrow payments for road construction were deferred until those properties are developed.

Applicant Authorization

I authorize the City of Manvel to conduct any site visits necessary to evaluate this subdivision variance application.

I hereby state that I have prepared this application and that, to the best of my knowledge, the information contained herein is complete, accurate, and a true representation of the subdivision variance request. I further attest that I have the authority to submit this application and agree to comply with any and all conditions of subdivision variance approval. I agree to provide any additional information requested by the City of Manvel as they deem necessary for the processing of this application.



Applicant Signature

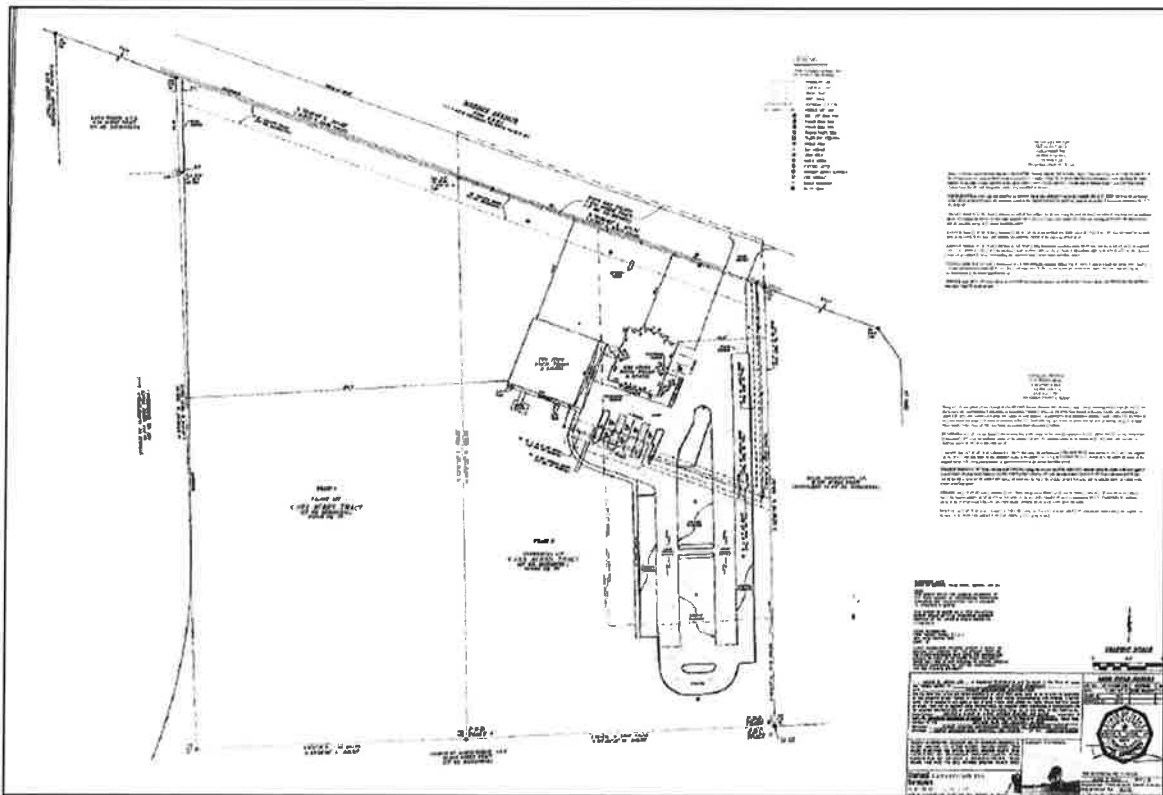
01/06/2020

Date

Submit variance request material to the Permit Department, City of Manvel, 20025 Highway 6 Manvel, Texas 77578 with the plat application. Failure to pay the required application fees or provide the information, drawings, or attachments in the form as requested by the City shall automatically mark the application as 'incomplete' and such application shall not be placed on the agenda for consideration until all information, fees, drawings, or attachments are deemed to be complete and in proper form by city staff.

Exhibit B

Being a 5.022 acre parcel of land situated in the H.T. 7 B.R.R. Survey, Abstract 285, Brazoria County, Texas, and being out of Lots 204 and 227 of the Emigration Land Company Subdivision as recorded in Volume 2, Pages 81-82 of the Map Records of Brazoria County, and being the same property as described in deed recorded in Brazoria County Clerk's File 2016007845, and being a 4.533 acre parcel of land situated in the H.T. & B.R.R. Survey, Abstract 285, Brazoria County, Texas, and being out of Lots 204 and 227 of the Emigration Land Company Subdivision as recorded in Volume 2, Pages 81-82 of the Map Records of Brazoria County, and consisting of a called 2.00 acres and a called 3.024 acres, and being the same property as described in deed recorded in Brazoria County Clerk's File 2015058160



FILED and RECORDED

Instrument Number: 2021008930

Filing and Recording Date: 02/10/2021 08:52:52 AM Pages: 10 Recording Fee: \$58.00

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Brazoria County, Texas.



A handwritten signature in cursive script that reads "Joyce Hudman".

Joyce Hudman, County Clerk
Brazoria County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.

DO NOT DESTROY - Warning, this document is part of the Official Public Record.

cclerk-jessie

Invoice

City of Manvel

20031 Highway 6 . Manvel, Texas . 77578



Date

January 3, 2023

To

First United Methodist Church of Pearland
(Redeemer)

Instructions – Development Agreement Dated 2/3/2020

2.02 Conditions. The required conditions are as follows:

(i) Developer shall satisfy the requirement to construct one half of perimeter roadway for the unnamed, unimproved right-of-way by escrowing funds to the city in the amount of construction, based upon the cost of construction estimated by the city engineer at the time of tender of the escrow funds. The escrow funds shall be due to the city at the earlier of:

- (a) the fifth anniversary of the date of issuance of the certificate of occupancy for the first church building of the expansion. Interest shall accumulate at the rate of 5.00 percent per year, beginning from the \$112,000.00 construction cost at the time of the approval of this variance, up to the maximum total cost of \$142,943.54 after five years;

Year	Principal – Interest	Total
CO Issued on 4/14/2022		
Year 1 (4/2022-4/2023)	\$112,500 - \$5600	\$117,600
Year 2 (4/2023-4/2024)	\$117,600 - \$5880	\$123,480
Year 3 (4/2024-4/2025)	\$123,400 - \$6174	\$129,654
Year 4 (4/2025-4/2026)	\$129,654 - \$6482.70	\$136,136.70
Year 5 (4/2026-4/2027)	\$136,136.70 - \$6,806.84	\$142,943.54

Total Paid:

City of Manvel
CERTIFICATE OF OCCUPANCY
Permits & Inspections

This certificate is issued pursuant to the requirements of the 2015 International Building Code certifying that at the time of issuance this structure was in compliance with the various ordinances of the City regulating building construction or use for the following:

PERMIT ID # 21-000279

Tenant / Business

Redeemer Church
18218 Hwy 6,
Manvel, TX 77578

Property Owner

Redeemer Church
18218 Hwy 6
Manvel, TX 77578

2017 NAICS Description **New Worship Center and Classrooms**
2017 NAICS Number **813110**
Services Offered **Religious**
Zoning District **LC**

Approved By

Building Official

Fire Marshal

April 14, 2022

Date

April 14, 2022

Date

Project Description: New worship space and classrooms